

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

**March 12, 2025**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**



**WESTVIEW SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Westview South Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

March 5, 2025

Board of Supervisors  
Westview South Community Development District

Dear Board Members:

The Board of Supervisors of the Westview South Community Development District will hold a Regular Meeting on March 12, 2025 at 2:00 p.m., or as soon thereafter as the matter may be heard, at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisor (Logan Lantrip - Seat 4) *(the following to be provided in a separate package)*
  - A. Required Ethics Training and Disclosure Filing
    - Sample Form 1 2023/Instructions
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; and Providing for an Effective Date
5. Acceptance of Resignation of Josh Kalin [Seat 3]
6. Consider Appointment of Nora Schuster to Fill Unexpired Term of Seat 3; *Term Expires November 2028*
  - Administration of Oath of Office
7. Acceptance of Resignation of Gaylon Barcom [Seat 5]

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

8. Consider Appointment of Andrea Fidler to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
  - Administration of Oath of Office
9. Consideration of Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date
10. Presentation of Second Supplemental Engineer's Report
11. Presentation of Second Supplemental Special Assessment Methodology Report
12. Consideration of Resolution 2025-03, Authorizing the Issuance of Not Exceeding in Total Aggregate Principal Amount of \$30,000,000 its Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area) (the "Bonds"), to Finance the Acquisition and Improvement of Certain Public Infrastructure Within a Portion of the District; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Appointing the Underwriter for the Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Bonds; Approving the Use of the Previously Executed Master Trust Indenture Dated as Of July 1, 2023 and Approving the Form of and Authorizing the Execution and Delivery of a Third Supplemental Trust Indenture; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer's Report; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date
13. Consideration of Resolution 2025-04, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025 (Assessment Area Three); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

14. Consideration of Issuer's Counsel Documents
  - A. Collateral Assignment Agreement
  - B. Completion Agreement
  - C. Declaration of Consent
  - D. Disclosure of Public Finance
  - E. Notice of Special Assessments
  - F. True Up Agreement
15. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank
  - A. Consideration of Resolution 2025-05, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023
16. Ratification Items
  - A. Quit Claim Deed (CDD to LT Westview)
  - B. Jr. Davis Construction Company, Inc. Change Orders [Pod B]
    - I. No. 14: Changes Related to Fill
    - II. No. 20: Rear Yard Drain Rev Grading
    - III. No. 21: Curb Extension, Bond Premium
    - IV. No. 22: Additional Berms
    - V. No. 23: Light Poles/Electrical Crossings
    - VI. No. 24: RFI 70 & 72 Mod Drainage Structures
    - VII. No. 25: Add FM ARV
    - VIII. No. 26: Signage
    - IX. No. 27: Proposal Based on Revised Plan Sheets o4.04 and o4.06
    - X. No. 28: Modified Drainage Structure
    - XI. No. 29: Removal and Reinstallation of Fence
    - XII. No. 30: Sidewalk Installation
    - XIII. No. 31: Relocation of STR#2B140
    - XIV. No. 32: Spine Road Rev Striping at KOA per Osc Co
    - XV. No. 33: Direct Purchase Order Reconciliation

- XVI. No. 34: Relocation of the Reclaim and Forcemain Valves
- C. Ferguson Waterworks Change Order No. 9: Add Valve Can Risers & Gate Valve
- D. Mack Concrete Industries, Inc. Change Orders
  - I. No. 9: RFI Response and Future Plan Revision
  - II. No. 10: RFI 75 Storm Manhole 4A110-C, USF 170-E "Storm"
- E. Fortiline Waterworks Purchase Order [Westview South Project – Pod B Spine Road \$1,697,872.70]
- F. Hydra Service, Inc. Purchase Order [Westview South Project – Pod B Spine Road]
- G. Hydro Conduit, LLC d/b/a Rinker Materials Purchase Order [Westview South Project – Pod B Spine Road \$857,637.20]
- H. Ferguson Enterprises, LLC dba Ferguson Waterworks Purchase Order [Westview South Project – Pod B Spine Road \$2,789,100.40]
- I. Mack Concrete Industries, Inc. Purchase Order [Westview South Project \$735,645]
- J. Avatar Properties, Inc. Amended and Restated Agreement Regarding True Up
- K. Avatar Properties, Inc. Release of Agreement Regarding True-Up
- L. Assignment of Contractor Agreement [Westview South Project – Construction Site Work]
- M. Pod B, Neighborhood 2A and 2B Phase 1 Special Warranty Deeds
  - I. Avatar Properties, Inc.
  - II. LT Westview, LLC
- N. Easement Agreement [Westview Pod A Phase 1B and 2]
- O. Conveyance of Pod B - Neighborhood 2A and 2B Phase 1 Lift Station
- P. Fortiline Waterworks Changed Orders
  - I. No. 14: Adjust Fire Hydrant to Grade
  - II. No. 15: Manhole Drops
  - III. No. 16: Plans REV - RFI 49 - Added ARV
- 17. Consideration of Jr. Davis Construction 2177 RFCO48-1 [2177 Westview Pod B RFI 75 Modify Drainage Structure 4A110-C]
- 18. Consideration of FMSbonds, Inc., Rule G-17 Disclosure Letter

19. Acceptance of Unaudited Financial Statements as of January 31, 2025

20. Approval of Minutes

- A. August 14, 2024 Public Hearings and Regular Meeting
- B. November 5, 2024 Landowners' Meeting

21. Staff Reports

- A. District Counsel: *Kutak Rock, LLP*
- B. District Engineer: *Atwell, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - Status Report - Field Operations
  - NEXT MEETING DATE: April 9, 2025 at 2:00 PM

○ QUORUM CHECK

SEAT 1	PATRICK "ROB" BONIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	SUSAN KANE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	NORA SCHUSTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	LOGAN LANTRIP	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ANDREA FIDLER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

22. Board Members' Comments/Requests

23. Public Comments

24. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (415) 516-2161.

Sincerely,  
  
Andrew Kantarzhi  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 867 327 4756**

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **4**

## RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Westview South Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Osceola and Polk Counties, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), *Florida Statutes*, a landowners' meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners' meeting was held on November 5, 2024, at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

BOARD OF SUPERVISORS	SEAT	VOTES
Josh Kalin	Seat 3	430 Votes
Logan Lantrip	Seat 4	430 Votes
Gaylon Barcom	Seat 5	400 Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
Josh Kalin	Seat 3	4-Year Term
Logan Lantrip	Seat 4	4-Year Term
Gaylon Barcom	Seat 5	2-Year Term



3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of March, 2025.

Attest:

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **5**

**NOTICE OF TENDER OF RESIGNATION**

To: Board of Supervisors  
Westview South Community Development District  
Attn: District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Joshua Kalin  
Printed Name

Date: 2/13/2025  
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Westview South Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☐ personally presented at a duly noticed meeting of the Board of Supervisors, ☒ scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Joshua Kalin  
Signature

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

## NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors  
Westview South Community Development District  
Attn: Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

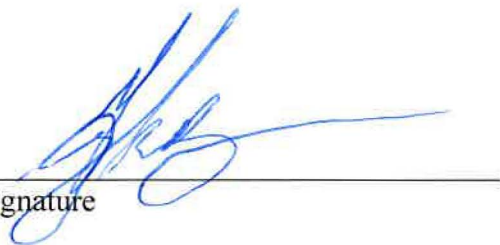
From: Gaylon Barcom

Date: March 12, 2025

I hereby tender my resignation as a member of the Board of Supervisors of Westview South Community Development District. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Notice of Tender of Resignation has been executed by me and ☐ faxed to 561-571-0013 or ☐ scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) and agree that the executed fax or email copy shall be binding and enforceable as an original.

Signature

A handwritten signature in blue ink, appearing to be "G. Barcom", is written over a horizontal line.

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2025-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Westview South Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** The following is/are elected as Officer(s) of the District effective March 12, 2025:

_____	is elected Chair
_____	is elected Vice Chair
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of March 12, 2025:

<u>Josh Kalin</u>	<u>Chair</u>
<u>Gaylon Barcom</u>	<u>Assistant Secretary</u>
<u>Cindy Cerbone</u>	<u>Assistant Secretary</u>

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF MARCH, 2025.**

ATTEST:

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors



# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **10**

SECOND SUPPLEMENTAL ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS  
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

ATWELL, LLC

March 2025

**SECOND SUPPLEMENTAL ENGINEER'S REPORT FOR THE  
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

March 2025

**1. PURPOSE**

This report supplements the *Engineer's Report (Restated)*, dated May 31, 2023, and the *First Supplemental Engineer's Report (2023 Projects)*, dated May 31, 2023 (together, "**Prior Engineer's Report**") in order to address the next phase of the District's CIP to be known as the "**Assessment Area One – 2025 Project**" (herein, "**2025 Project**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Engineer's Report.

**2. 2025 Project**

The District's 2025 Project includes the portion of the CIP that is necessary for the development of what is known as "Pod A Phase 3, Neighborhood 2B Phase 2, Neighborhood 2B Phase 3, Neighborhood 5 Phase 3, Neighborhood 5 Phase 4, and Neighborhood 4" (together, "**Assessment Area One - 2025 Project Area**") of the District. A legal description and sketch for Assessment Area One - 2025 Project Area are shown in **Exhibit A**.

**Product Mix**

The table below shows the product types that will be part of the 2025 Project:

**Product Types**

Product Type	Appx. Lot Size	Total Units for Assessment Area One - 2025 Project Area
Townhomes	16	82
Townhomes	22	122
Twin Villa (AA)	32	40
Single-Family (Entry)	40	9
Single-Family (Entry)	45	53
Single-Family (Entry)	50	60
Single-Family (FMU)	40	20
Single-Family (FMU)	45	77
Single-Family (FMU)	50	59
Single-Family (AA)	45	106
Single-Family (AA)	52	79
Single-Family (AA)	62	55
TOTAL		762

**List of 2025 Project Improvements**

The various improvements that are part of the overall CIP – including those that are part of the 2025 Project – are described in detail in the Prior Engineer's Report, and those descriptions are

incorporated herein. The 2025 Project includes, generally stated, the following items relating to Assessment Area One - 2025 Project Area: public roadways, stormwater management, utilities, public hardscape/landscape/irrigation, conservation, the differential cost of undergrounding electrical conduit, soft costs, etc. Also, the 2025 Project includes an allocation for the master improvements identified in the Prior Engineer's Report.

### Permits

All permits and approvals necessary for the development of the 2025 Project have been obtained or are reasonably expected to be obtained in due course.

### Estimated Costs / Benefits

The table below shows the costs that are necessary for delivery of the Assessment Area One - 2025 Project Area lots for the 2025 Project, which includes the roads, utilities, and other improvements specific to Assessment Area One - 2025 Project Area as well as "master" improvements as described above.

#### **ESTIMATED COSTS OF DELIVERING THE ASSESSMENT AREA ONE - 2025 PROJECT**

Improvement	2025 Project Estimated Cost		Operation & Maintenance Entity
	Public	Private	
<b>Neighborhood Improvements</b>			
Stormwater System	\$10,485,051.37	-	CDD
Public Roadways	\$4,277,181.53	\$4,432,512.66	County
Water and Wastewater Utilities	\$13,339,530.99	-	County
Undergrounding of Electric Conduit	\$500,000	-	CDD
Public Landscape/Hardscape/Irrigation	\$1,736,075.00	\$979,156.25	CDD
Conservation/Mitigation	\$212,730.00	-	CDD
Professional Fees	\$6,928,738.45	\$540,226	n/a
Contingency	\$3,747,930.73	\$595,189.49	10% of above
<b>TOTAL</b>	<b>\$41,227,238.07</b>	<b>\$6,547,084.40</b>	

- a. Pod A Phase 3 – All roadways would be private (HOA) and, accordingly, the CDD would only finance the stormwater and utilities. The stormwater systems including ponds, and stormwater conveyance structures (inlets, pipes, etc.) would be maintained by the CDD.
- b. Neighborhood 5 – All roadways would be private (HOA) and, accordingly, the CDD would only finance the stormwater and utilities behind the private hard gates. The stormwater systems including ponds, and stormwater conveyance structures (inlets, pipes, etc.) would be maintained by the CDD. NOTE: Because Neighborhood 5 is gated, the project developer will agree to provide a contribution of infrastructure or work product in order to ensure that debt assessments are fairly and reasonably allocated, as described in the District's assessment methodologies.
- c. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- d. If not financed by the CDD, all or a portion of the 2025 Project improvements may be owned and maintained by a homeowner's association.



- e. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

**Commercial Areas** - The commercial area to the east benefits from the District's CIP stormwater system in small part, as well as from the entry road near KOA Street. It is estimated that the commercial area's benefit is approximately \$1,396,403.

### 3. CONCLUSION

The 2025 Project will be designed in accordance with current governmental regulations and requirements. The 2025 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost to the 2025 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the 2025 Project are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the 2025 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2025 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within Assessment Area One - 2025 Project Area will receive a special benefit from the 2025 Project that is at least equal to the costs of the 2025 Project.

As described above, this report identifies the benefits from the 2025 Project to the lands within Assessment Area One - 2025 Project Area. The general public, property owners, and property outside Assessment Area One - 2025 Project Area will benefit from the provisions of the 2025 Project; however, these are incidental to the 2025 Project, which is designed solely to provide special benefits peculiar to property within Assessment Area One - 2025 Project Area. Special and peculiar benefits accrue to property within Assessment Area One - 2025 Project Area and enable properties within its boundaries to be developed.

The 2025 Project will be owned by the District or other governmental units and such 2025 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2025 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2025 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the 2025 Project or the fair market value.

Please note that the 2025 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2025 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the

District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

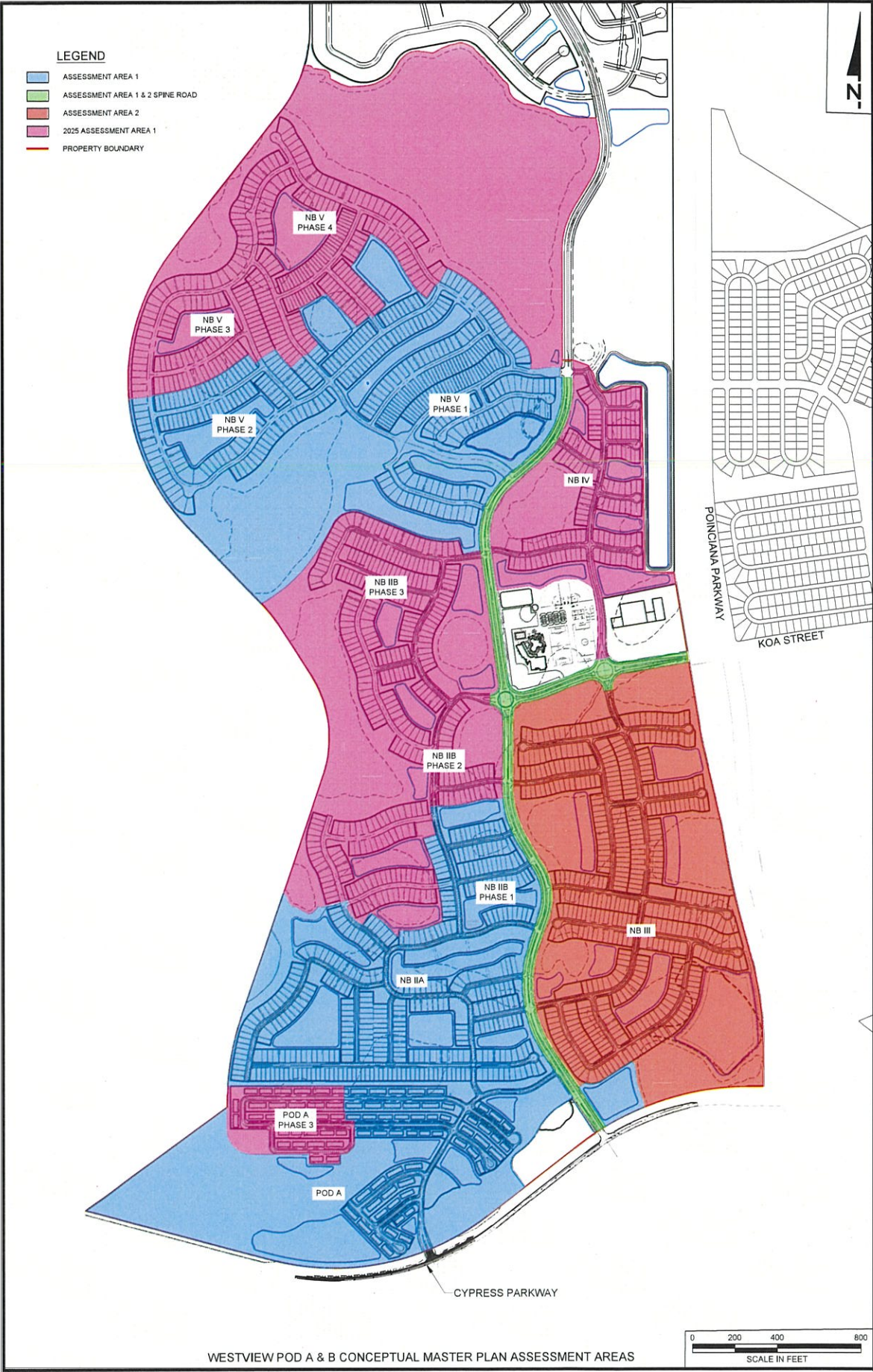
**ATWELL, LLC**

\_\_\_\_\_  
David Gastel, P.E.

Date \_\_\_\_\_

**EXHIBIT A:**     Legal Descriptions and Sketch of Assessment Area One - 2025 Project Area







# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

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# WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

## Second Supplemental Special Assessment Methodology Report

March 12, 2025



Provided by:

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)

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## **1.0 Introduction**

### **1.1 Purpose**

This Second Supplemental Special Assessment Methodology Report (the "Second Supplemental Report") was developed to supplement the Amended and Restated Master Special Assessment Methodology Report\* (the "Amended Report") dated May 30, 2023 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Westview South Community Development District (the "District") located in both Osceola County and Polk County, Florida. This Second Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District for a portion of Assessment Area One (the "Assessment Area One - 2025 Project Area"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Amended Report.

### **1.2 Scope of the Second Supplemental Report**

This Second Supplemental Report presents the projections for financing a portion of the Assessment Area One - 2025 Project described in the Second Supplemental Engineer's Report developed by Atwell, LLC (the "District Engineer") dated March 2025 (the "Second Supplemental Engineer's Report") which has been prepared to supplement the Engineer's Report (Restated) (the "Amended Engineer's Report") dated May 30, 2023, and the First Supplemental Engineer's Report (2023 Projects) (the "First Supplemental Engineer's Report") dated May 31, 2023 (collectively the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and partial funding of the Assessment Area One - 2025 Project by the District.

### **1.3 Special Benefits and General Benefits**

Public infrastructure improvements undertaken and funded by the District as part of the Assessment Area One - 2025 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within Assessment Area One - 2025 Project Area as well as general benefits to the public at large. However, as discussed within this Second Supplemental Report,

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\* Please note that it is currently anticipated that a subsequent Amended and Restated Master Special Assessment Methodology is going to be developed to address changes to the Master Methodology.

these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Assessment Area One - 2025 Project Area. The District's Assessment Area One - 2025 Project enables properties within the Assessment Area One – 2025 Project Area to be developed.

There is no doubt that the general public will benefit from the provision of the Assessment Area One - 2025 Project. However, these benefits are only incidental since the Assessment Area One - 2025 Project is designed to provide special benefits peculiar to property within the Assessment Area One – 2025 Project Area. Properties outside of the Assessment Area One - 2025 Project Area are not directly served by the Assessment Area One - 2025 Project and do not depend upon the Assessment Area One - 2025 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Assessment Area One - 2025 Project Area properties receive compared to those lying outside of its boundaries.

The Assessment Area One - 2025 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the Assessment Area One - 2025 Project Area developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Assessment Area One - 2025 Project Area to increase by more than the sum of the financed cost of the individual components of the Assessment Area One - 2025 Project. Even though the exact value of the benefits provided by the Assessment Area One - 2025 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

#### **1.4 Organization of the Second Supplemental Report**

*Section Two* describes the development program as proposed by the Developer, as defined below.

*Section Three* provides a summary of the Capital Improvement Plan and the Assessment Area One - 2025 Project as determined by the District Engineer.

*Section Four* discusses the supplemental financing program for the Assessment Area One - 2025 Project Area.

*Section Five* discusses the supplemental special assessment methodology for the Assessment Area One - 2025 Project Area.

## **2.0 Development Program**

### **2.1 Overview**

The District serves the Westview South development (the "Development" or "Westview South"), a master planned, residential development located in both Osceola County and Polk County, Florida. The land within the District consists of approximately 1,015.431 +/- acres and is generally located northwest of the intersection of Poinciana Parkway and Cypress Parkway. The Assessment Area One – 2025 Project Area accounts for approximately \_\_\_\_ +/- acres within the District.

### **2.2 The Development Program**

The development of the Assessment Area One - 2025 Project Area of the Development is anticipated to be conducted by LT Westview, LLC or an affiliated entity (the "Developer"). Based upon the information provided by the Developer, the current development plan envisions a total of 2,491 residential units developed in multiple phases, with the Assessment Area One – 2025 Project Area consisting of a total of 762 residential units, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan within the District.

## **3.0 The Capital Improvement Plan**

### **3.1 Overview**

The public infrastructure costs to be funded by the District are described by the District Engineer in the Second Supplemental Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

### **3.2 Capital Improvement Plan**

The Capital Improvement Plan needed to serve the District is projected to consist of spine road – roadway improvements (applicable portion), spine road – utility improvements (applicable portion), off-site improvements, stormwater system, public roadways, water and wastewater utilities, undergrounding of conduit, public landscape/ hardscape/ irrigation, private landscape/

hardscape/ irrigation, conservation areas, and recreational improvements, along with contingencies and professional fees, all as set forth in more detail in the Engineer's Report.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another, according to the Second Supplemental Engineer's Report, the public infrastructure improvements are projected to be constructed in two (2) or more construction phases or projects coinciding with the two (2) or more phases of land development. The Assessment Area One - 2025 Project consists of that portion of the overall CIP that is necessary for the development of land within the Assessment Area One – 2025 Project Area.

The sum of all public infrastructure improvements as described in the Second Supplemental Engineer's Report will comprise an interrelated system of improvements, which means all of the improvements comprising the overall Capital Improvement Plan, once constructed, will serve the entire District, and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the public infrastructure improvements are estimated at \$154,334,705, with the actual costs of the Assessment Area One - 2025 Project estimated at \$41,227,238.07. Table 2 in the *Appendix* illustrates the specific components of the public infrastructure improvements and their costs.

## **4.0 Financing Program**

### **4.1 Overview**

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. In this instance, the District may acquire public infrastructure from the Developer, construct it directly, or a combination of both.

The District intends to issue Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project) in the estimated principal amount of \$26,640,000\* (the "Series 2025 Bonds") to fund an

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\* Preliminary, subject to change.

estimated \$22,679,242.05\* in Assessment Area One - 2025 Project costs, with the balance of the Assessment Area One - 2025 Project costs anticipated to be contributed by the Developer.

## **4.2 Types of Bonds Proposed**

The proposed supplemental financing plan for the District provides for the issuance of the Series 2025 Bonds in the total estimated principal amount of \$26,640,000\* to finance a portion of the Assessment Area One - 2025 Project costs in the total amount estimated at \$22,679,242.05\*, representing the amount of construction proceeds generated from the issuance of the Series 2025 Bonds.

The Series 2025 Bonds as projected under this supplemental financing plan are structured to be amortized in 30 annual installments following an approximately 12-month capitalized interest period. Interest payments on the Series 2025 Bonds would be made every May 1 and November 1, and annual principal payments on the Series 2025 Bonds would be made on either every May 1 or November 1.

In order to finance a portion of the Assessment Area One - 2025 Project, the District would need to borrow funds and incur indebtedness in the total amount estimated at \$26,640,000\*. The difference is comprised of funding a debt service reserve, capitalized interest, and paying costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2025 Bonds are presented along with financing assumptions in Table 3 in the *Appendix*.

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Series 2025 Bonds provides the District with funds necessary to construct/acquire a portion of the Assessment Area One - 2025 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Second Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the Assessment Area One - 2025 Project Area. General benefits accrue to areas outside, but are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar



benefits from the Assessment Area One - 2025 Project. All properties in the Assessment Area One - 2025 Project Area receive benefits from the Assessment Area One - 2025 Project, which properties will be assessed for their fair share of debt issued in order to finance the Assessment Area One - 2025 Project.

## **5.2 Benefit Allocation**

The current development plan for the District envisions a total of 2,491 residential units developed in multiple phases, with the Assessment Area One – 2025 Project Area consisting of a total of 762 residential units, although unit numbers, land uses and product types may change throughout the development period.

The master public infrastructure included in the Capital Improvement Plan will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the product types within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all product types and all phases within the District and benefit all product types in all phases within the District as an integrated system of improvements.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of master improvements, the public infrastructure improvements are projected to be constructed in two (2) or more infrastructure construction phases or projects coinciding with the two (2) or more phases of land development. The Assessment Area One - 2025 Project consists of that portion of the overall CIP that is necessary for the development of land within the Assessment Area One – 2025 Project Area.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be

calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the improvements.

In following the Amended Report, this Second Supplemental Report proposes to allocate the benefit associated with the Assessment Area One - 2025 Project to the different unit types proposed to be developed within the Assessment Area One - 2025 Project Area in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the Assessment Area One - 2025 Project Area based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the CIP less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. Additionally, the value of the units with larger lot sizes is likely to appreciate by more in terms of dollars than that of the units with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the District's CIP.

Table 5 in the *Appendix* presents the allocation of the amount of Assessment Area One - 2025 Project costs allocated to the Assessment Area One - 2025 Project to the various unit types proposed to be developed in the Assessment Area One - 2025 Project Area based on the ERU benefit allocation factors present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2025 Bonds, and the approximate costs of the portion of the Assessment Area One - 2025 Project costs allocable to the Assessment Area One - 2025 Project Area to be contributed by the Developer. With the Series 2025 Bonds funding approximately \$22,679,242.05\* in costs of the Assessment Area One - 2025 Project, the Developer is anticipated

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\* Preliminary, subject to change.

to fund improvements valued at an estimated \$18,618,213.65\* which will not be funded with proceeds of the Series 2025 Bonds.

Table 6 in the *Appendix* presents the minimum required contribution calculations required in order for the Developer to achieve target assessment levels for the various product types. Finally, Table 7 in the *Appendix* presents the apportionment of the assessment levied in connection with the Series 2025 Bonds (the "Series 2025 Bond Assessments") and also presents the annual levels of the projected annual debt service assessments per unit.

No Series 2025 Bond Assessments are allocated herein to any private amenities or other common areas planned for the Development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly to the benefit of all platted lots in the District. As such, no Series 2025 Bond Assessments will be assigned to the amenities and common areas. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2025 Bond Assessments and would be open to the general public, subject to District rules and policies.

### **5.3 Assigning Series 2025 Bond Assessments**

As the land in the Assessment Area One – 2025 Project Area within the District is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Series 2025 Bond Assessments will initially be levied on all of the land in the Assessment Area One - 2025 Project Area on an equal pro-rata gross acre basis and thus the total bonded debt in the estimated amount of \$26,640,000\* will be preliminarily levied on approximately \_\_\_\_ +/- gross acres planned for 762 lots at an estimated rate of \$\_\_\_\_\_\* per gross acre. When the land is platted, the Series 2025 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 7 in the *Appendix* for the Series 2025 Bond Assessments. Such allocation of Series 2025 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of Series 2025 Bond Assessments levied on unplatted gross acres within the Assessment Area One - 2025 Project Area.

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\* Preliminary, subject to change.

In the event unplatted land is sold to a third party (the “Transferred Property”), the Series 2025 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Second Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2025 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Series 2025 Bond Assessment is allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Series 2025 Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per gross acre until platting).

#### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

Specifically to the Assessment Area One - 2025 Project Area, the improvements which are part of the Assessment Area One - 2025 Project make the land in the Assessment Area One - 2025 Project Area developable and saleable and when implemented jointly as parts of the Assessment Area One - 2025 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such

benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

#### **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the Assessment Area One - 2025 Project Area according to reasonable estimates of the special and peculiar benefits derived from the Assessment Area One - 2025 Project.

Accordingly, no acre or parcel of property within the Assessment Area One - 2025 Project Area will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

#### **5.6 True-Up Mechanism**

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the Appendix ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat within the Assessment Area One - 2025 Project Area results in the same amount of ERUs (and thus Series 2025 Bond Assessments) able to be imposed on the "Remaining Unplatted Developable Lands" within the Assessment Area One - 2025 Project Area (i.e., those remaining unplatted developable lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2025 Bond Assessments to the product types being platted and the remaining property in accordance with this Second Supplemental Report, and cause the Series 2025 Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat within the Assessment Area One - 2025 Project Area results in a greater amount of ERUs (and thus Series 2025 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within the Assessment Area One - 2025 Project Area as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2025 Bond Assessments for all assessed properties within the Assessment Area One - 2025 Project Area, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within the Assessment Area One - 2025 Project Area results in a lower amount of ERUs (and thus Series 2025 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within the Assessment Area One - 2025 Project Area as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2025 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2025 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Series 2025 Bond Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within the Assessment Area One - 2025 Project Area, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Assessment Area One - 2025 Project Area, b) the revised, overall development plan showing the number and type of units reasonably planned for the Assessment Area One - 2025 Project Area, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within the Assessment Area One - 2025 Project Area, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2025 Bond Assessments to pay debt service on the Series 2025 Bonds

and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat within the Assessment Area One - 2025 Project Area, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2025 Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the Series 2025 Bonds)).

All Series 2025 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within the Assessment Area One - 2025 Project Area, any unallocated Series 2025 Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

## **5.7 Preliminary Assessment Roll**

Based on the per gross acre assessment proposed in Section 5.2, the Series 2025 Bond Assessments in the estimated amount of \$26,640,000\* are proposed to be levied uniformly over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments of principal and corresponding semi-annual installments of interest for the Series 2025 Bonds.

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\* Preliminary, subject to change.

## **6.0 Additional Stipulations**

### **6.1 Overview**

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Assessment Area One - 2025 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Second Supplemental Report. For additional information on the structure of the Series 2025 Bonds and related items, please refer to the Offering Statement associated with this transaction.

**Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.**



## 7.0 Appendix

Table 1

### Westview South Community Development District

Development Plan - Assessment Area One 2025 Project

Product Type	Total Units
Townhome - 16'	82
Townhome - 22'	122
Villa - 32'	40
SF 40' - Entry	9
SF 45' - Entry	53
SF 50' - Entry	60
SF 40' - FMU	20
SF 45' - FMU	77
SF 50' - FMU	59
SF 45' - AA	106
SF 52' - AA	79
SF 62' - AA	55
<b>Total</b>	<b>762</b>

Table 2

### Westview South Community Development District

Project Costs - Assessment Area One 2025 Project

Improvement	Total Costs
Stormwater System	\$ 10,485,051.37
Public Roadways	\$ 4,277,181.53
Water and Wastewater Utilities	\$ 13,339,530.99
Undergrounding of Electric Conduit	\$ 500,000.00
Public Landscape/ Hardscape/ Irrigation	\$ 1,736,075.00
Conservation/Mitigation	\$ 212,730.00
Professional Fees	\$ 6,928,738.45
Contingency	\$ 3,747,930.73
<b>Total</b>	<b>\$ 41,227,238.07</b>

Table 3

## Westview South

### Community Development District

## Preliminary Sources and Uses of Funds

Series 2025

**Sources**

Bond Proceeds:

Par Amount

\$26,640,000.00

**Total Sources****\$26,640,000.00****Uses**

Project Fund Deposits:

Project Fund

\$22,609,024.42

Other Fund Deposits:

Debt Service Reserve Fund

\$1,832,975.58

Capitalized Interest Fund

\$1,465,200.00

Delivery Date Expenses:

Costs of Issuance

\$732,800.00

**Total Uses****\$26,640,000.00****Financing Assumptions***Coupon Rate: 5.50%**Capitalized Interest Period: 12 months**Term: 30 Years**Underwriter's Discount: 2%**Cost of Issuance: \$200,000*

Table 4

## Westview South

### Community Development District

## Benefit Allocation - Assessment Area One 2025 Project

Product Type	Total Units	ERU Weight	Total ERU
Townhome - 16'	82	0.40	32.80
Townhome - 22'	122	0.55	67.10
Villa - 32'	40	0.80	32.00
SF 40' - Entry	9	1.00	9.00
SF 45' - Entry	53	1.13	59.63
SF 50' - Entry	60	1.25	75.00
SF 40' - FMU	20	1.00	20.00
SF 45' - FMU	77	1.13	86.63
SF 50' - FMU	59	1.25	73.75
SF 45' - AA	106	1.13	119.25
SF 52' - AA	79	1.30	102.70
SF 62' - AA	55	1.55	85.25
<b>Total</b>	<b>762</b>		<b>763.10</b>

Table 5

## Westview South

### Community Development District

Cost Allocation of CIP - Assessment Area One 2025 Project

Product Type	Cost Allocation Based on ERU Method	Cost Allocation Financed with Series 2025 Bonds	Assessment Area One 2025 Project Costs Contributed by Developer*
Townhome - 16'	\$1,772,052.69	\$1,539,752.25	\$232,300.44
Townhome - 22'	\$3,625,144.38	\$3,169,139.85	\$456,004.53
Villa - 32'	\$1,728,831.89	\$863,636.15	\$865,195.74
SF 40' - Entry	\$486,233.97	\$242,897.67	\$243,336.30
SF 45' - Entry	\$3,221,300.05	\$1,609,197.05	\$1,612,103.00
SF 50' - Entry	\$4,051,949.75	\$2,025,420.28	\$2,026,529.47
SF 40' - FMU	\$1,080,519.93	\$539,772.60	\$540,747.34
SF 45' - FMU	\$4,680,001.96	\$2,337,890.05	\$2,342,111.91
SF 50' - FMU	\$3,984,417.26	\$1,990,411.45	\$1,994,005.81
SF 45' - AA	\$6,442,600.10	\$3,218,394.10	\$3,224,206.00
SF 52' - AA	\$5,548,469.86	\$2,771,732.28	\$2,776,737.58
SF 62' - AA	\$4,605,716.22	\$2,300,780.69	\$2,304,935.53
<b>Total</b>	<b>\$41,227,238.07</b>	<b>\$22,609,024.42</b>	<b>\$18,618,213.65</b>

\* Can be funded by a future series of bonds.

Table 6

## Westview South

### Community Development District

Cost Allocation - Minimum Required Contribution Calculations

Product Type	Minimum Infrastructure Allocation Based on ERU Method	Minimum Infrastructure Financed with Series 2025 Bonds	Minimum Infrastructure Funded with Proceeds of Future Bonds and/or Contributed by the Developer
Townhome - 16'	\$1,549,147.35	\$1,539,752.25	\$9,395.10
Townhome - 22'	\$3,169,139.85	\$3,169,139.85	\$0.00
Villa - 32'	\$1,511,363.27	\$863,636.15	\$647,727.11
SF 40' - Entry	\$425,070.92	\$242,897.67	\$182,173.25
SF 45' - Entry	\$2,816,094.84	\$1,609,197.05	\$1,206,897.79
SF 50' - Entry	\$3,542,257.66	\$2,025,420.28	\$1,516,837.38
SF 40' - FMU	\$944,602.04	\$539,772.60	\$404,829.45
SF 45' - FMU	\$4,091,307.60	\$2,337,890.05	\$1,753,417.54
SF 50' - FMU	\$3,483,220.03	\$1,990,411.45	\$1,492,808.58
SF 45' - AA	\$5,632,189.68	\$3,218,394.10	\$2,413,795.58
SF 52' - AA	\$4,850,531.49	\$2,771,732.28	\$2,078,799.21
SF 62' - AA	\$4,026,366.20	\$2,300,780.69	\$1,725,585.52
<b>Total</b>	<b>\$36,041,290.92</b>	<b>\$22,609,024.42</b>	<b>\$13,432,266.50</b>

**Note:** Tables 5 and 6 quantify the amount of benefit from the CIP attributable to the Assessment Area One - 2025 Project Area and to the different unit types within that area. Based on this information, Table 5 shows the minimum additional bonds/contributions of completed improvements required to buy-down the Assessment to the target levels shown in Table 7 (i.e., \$0.00). In lieu of the District issuing additional bonds to finance the full cost of the CIP and levying additional assessments, and pursuant to the Completion Agreement and/or Acquisition Agreement, the Developer will be required to construct all of the improvements that are part of the CIP attributable to the Assessment Area One - 2025 Project Area - please note that contributions do not include financing costs because the contributions are not being financed, and so instead include only construction cost offsets.

Table 7

## Westview South

### Community Development District

#### Bond Assessments Apportionment - Assessment Area One 2025 Project

Product Type	Total Units	Total Cost Allocation*	Total Series 2025 Bond Assessments Apportionment	Series 2025 Bond Assessments Apportionment per Unit	Total Series 2025 Annual Debt Service Payment per Unit**
Townhome - 16'	82	\$1,772,052.69	\$1,814,275.54	\$22,125.31	\$1,522.34
Townhome - 22'	122	\$3,625,144.38	\$3,734,167.56	\$30,607.93	\$2,105.99
Villa - 32'	40	\$1,728,831.89	\$1,017,614.32	\$25,440.36	\$1,750.43
SF 40' - Entry	9	\$486,233.97	\$286,204.03	\$31,800.45	\$2,188.04
SF 45' - Entry	53	\$3,221,300.05	\$1,896,101.69	\$35,775.50	\$2,461.55
SF 50' - Entry	60	\$4,051,949.75	\$2,386,533.59	\$39,775.56	\$2,736.77
SF 40' - FMU	20	\$1,080,519.93	\$636,008.95	\$31,800.45	\$2,188.04
SF 45' - FMU	77	\$4,680,001.96	\$2,754,713.78	\$35,775.50	\$2,461.55
SF 50' - FMU	59	\$3,984,417.26	\$2,345,283.01	\$39,750.56	\$2,735.05
SF 45' - AA	106	\$6,442,600.10	\$3,792,203.38	\$35,775.50	\$2,461.55
SF 52' - AA	79	\$5,548,469.86	\$3,265,905.97	\$41,340.58	\$2,844.45
SF 62' - AA	55	\$4,605,716.22	\$2,710,988.16	\$49,290.69	\$3,391.47
<b>Total</b>	<b>762</b>	<b>\$41,227,238.07</b>	<b>\$26,640,000.00</b>		

\* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

\*\* Does not include county cost of collections or any early payment discounts.

## **Exhibit “A”**

Series 2025 Bond Assessments in the estimated amount of \$26,640,000\* are proposed to be levied over the area as described below:

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\* Preliminary, subject to change.

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **12**

**RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE ISSUANCE OF NOT EXCEEDING IN TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$30,000,000 ITS WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA ONE - 2025 PROJECT AREA) (THE “BONDS”), TO FINANCE THE ACQUISITION AND IMPROVEMENT OF CERTAIN PUBLIC INFRASTRUCTURE WITHIN A PORTION OF THE DISTRICT; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPOINTING THE UNDERWRITER FOR THE OFFERING OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE BONDS; APPROVING THE USE OF THE PREVIOUSLY EXECUTED MASTER TRUST INDENTURE DATED AS OF JULY 1, 2023 AND APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL TRUST INDENTURE; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT AND ENGINEER’S REPORT; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Westview South Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Rules 42555-1.001, .002 and .003 enacted by the Florida Land and Water Adjudicatory Commission (collectively, the “Rule), effective on October 24, 2022; and

**WHEREAS**, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction; and

**WHEREAS**, the Board of Supervisors of the District (herein, the “Board”) has previously adopted Resolution No. 2023-26 on December 8, 2022 (the “Initial Bond Resolution”), pursuant to which the District authorized the issuance of not to exceed \$211,425,000 of its Special Assessment Bonds to be issued in one or more series to finance all or a portion of the District’s capital improvement program; and

**WHEREAS**, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Initial Bond Resolution; and

**WHEREAS**, pursuant to the 2025 Indenture (as defined below) and this Resolution, the Board hereby determines to issue its Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area) in the aggregate principal amount of not exceeding \$30,000,000 (the “Bonds”) for the purpose of financing the certain public infrastructure for the benefit of the Assessment Area One - 2025 Project Area (as defined in the Third Supplemental Trust Indenture) funding capitalized interest, funding a reserve account and paying the costs of issuance; and

**WHEREAS**, the Bonds are to be issued to finance a portion of the public infrastructure within the District, as described in the District’s *Engineer’s Report* dated December 2022, as such report may be supplemented from time to time (“Engineer’s Report”); and

**WHEREAS**, there has been submitted to this meeting with respect to the issuance and sale of the Bonds and submitted to the Board forms of:

(i) a Bond Purchase Contract with respect to the Bonds by and between FMSbonds, Inc., as the underwriter (the “Underwriter”) and the District, together with the form of a disclosure statement attached to the Bond Purchase Contract pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the “Bond Purchase Contract”);

(ii) a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B (the “Preliminary Limited Offering Memorandum”);

(iii) a Continuing Disclosure Agreement between the District and the dissemination agent named therein, substantially in the form attached hereto as Exhibit C; and

(iv) the Third Supplemental Trust Indenture with respect to the Bonds (the “Third Supplemental”), by between the District and U.S. Bank Trust Company, National Association, as the trustee (the “Trustee”), substantially in the form attached hereto as Exhibit D.

**WHEREAS**, in connection with the sale of the Bonds, it may be necessary that certain modifications be made to the *Master Special Assessment Methodology Report, as supplemented* (“Assessment Methodology Report”) and the Engineer Report to conform such reports to the final terms of the Bonds; and



**WHEREAS**, the proceeds of the Bonds shall also fund a debt service reserve account, pay capitalized interest, and pay the costs of the issuance of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Westview South Community Development District (the “Board”), as follows:

**Section 1. Negotiated Limited Offering of Bonds.** The District hereby finds that because of the complex nature of assessment bond financings in order to better time the sale of the Bonds to secure better rates, it is necessary and in the best interest of the District that the Bonds, in the total aggregate principal amount of not exceeding \$30,000,000.

**Section 2. Purpose.** The District hereby determines it shall be in the best economic interest of the landowners and residents of the District to finance a portion of the Assessment Area One - 2025 Project Area with a portion of net proceeds of the Bonds.

**Section 3. Sale of the Bonds.** Except as otherwise provided in the last sentence of this Section 3, the proposal submitted by the Underwriter offering to purchase the Bonds at the purchase price established pursuant to the parameters set forth below and on the terms and conditions set forth in the Bond Purchase Contract (attached hereto as Exhibit A), are hereby approved and adopted by the District in substantially the form presented. Subject to the last sentence of this Section 3, the Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Purchase Contract in substantially the form presented at this meeting. The disclosure statements of the Underwriter, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Contract, a copy of which is attached as an exhibit to the Bond Purchase Contract, will be entered into the official records of the District. The Bond Purchase Contract, in final form as determined by counsel to the District, the District’s Bond Counsel and the Chairperson, may be executed by the District without further action provided that (i) the Bonds mature not later than the permitted statutory period; (ii) the principal amount of the Bonds issued does not exceed \$30,000,000; (iii) if the Bonds are subject to optional redemption which determination will be made on or before the sale date of the Bonds, the first optional call date and the redemption price shall be determined prior to the execution of the Bond Purchase Contract; (iv) the purchase price to be paid by the Underwriter for the Bonds is not less than 98% of the principal amount of the Bonds issued (exclusive of any original issuance discount); and (v) the interest rate on the Bonds shall not exceed the maximum rate of interest permitted under Florida law.

**Section 4. The Limited Offering Memorandum.** The Limited Offering Memorandum, in substantially the form of the Preliminary Limited Offering Memorandum (as herein defined and subject to the other conditions set forth herein) attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the Bonds and the requirements of the Bond Purchase Contract, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, to be used in connection with the limited offering and sale of the Bonds. The District hereby authorizes and consents to the use by the Underwriter of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B,

in connection with the limited offering of the Bonds (the “Preliminary Limited Offering Memorandum”). The final form of a Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the District, with final approval by the Chairperson (or any other member of the Board in the absence of the Chairperson). The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the Bonds as shall be deemed advisable by the Bond Counsel and counsel to the District, with final approval by the Chairperson (or any other member of the Board in the absence of the Chairperson). The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson (or any other member of the Board in the absence of the Chairperson), such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem “final” the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

**Section 5. Details of the Bonds.** The proceeds of the Bonds shall be applied in accordance with the provisions of the Third Supplemental. The Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the Third Supplemental. The execution of the Third Supplemental shall constitute approval of such terms as set forth in the Third Supplemental and this Resolution. The maximum aggregate principal amount of the Bonds authorized to be issued pursuant to this Resolution and the 2025 Indenture shall not exceed \$30,000,000.

**Section 6. Continuing Disclosure; Dissemination Agent.** The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the Bonds and compliance with Rule 15c2-12 of the Securities and Exchange Commission. Wrathell, Hunt & Associates, LLC is hereby appointed the initial dissemination agent.

**Section 7. Authorization of Execution and Delivery of the Master Indenture, the Third Supplemental.** The Master Indenture and the Third Supplemental are collectively referred to as the “2025 Indenture.” The previously executed Master Indenture shall be used in connection with the issuance of the Bonds. The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary and the delivery of the 2025 Indenture each between the District and the Trustee. The Third Supplemental shall be substantially in the form attached hereto as Exhibit D and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s

approval of any changes therein from the form of the Third Supplemental attached hereto as Exhibit D.

**Section 8. Authorization and Ratification of Prior Acts.** All actions previously taken by or on behalf of District in connection with the issuance of the Bonds are hereby authorized, ratified and confirmed.

**Section 9. Appointment of Underwriter.** The Board hereby formally appoints FMSbonds, Inc., as the Underwriter for the Bonds.

**Section 10. Book-Entry Only Registration System.** The registration of the Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

**Section 11. Assessment Methodology Report.** The Board hereby authorizes any modifications to the Assessment Methodology Report, including any further supplements thereto, prepared by Wrathell, Hunt & Associates, LLC in connection with the Bonds if such modifications are determined to be appropriate in connection with the issuance of the Bonds, including supplements thereto.

**Section 12. Engineer's Report.** The Board hereby authorizes any modifications to the Engineer's Report prepared by Atwell, LLC, in connection with the Bonds if such modifications are determined to be appropriate in connection with the issuance of the Bonds or modifications to the Assessment Area One - 2025 Project or the Assessment Area Two Project, including supplements thereto.

**Section 13. Further Official Action.** The Chairperson, the Vice Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

**Section 14. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 15. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**PASSED** in public session of the Board of Supervisors of the Westview South Community Development District, this 12th day of March, 2025.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

By: \_\_\_\_\_  
Name: Cindy Cerbone  
Title: Assistant Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson/Vice Chairperson,  
Board of Supervisors

**EXHIBIT A**

**FORM OF BOND PURCHASE CONTRACT**

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
(COUNTIES OF OSCEOLA AND POLK, FLORIDA)**

**\$[\_\_\_\_\_]  
SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA ONE – 2025 PROJECT AREA)**

**BOND PURCHASE CONTRACT**

[\_\_\_\_\_] , 2025

Board of Supervisors  
Westview South Community Development District  
Counties of Osceola and Polk, Florida

Dear Board Members:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with Westview South Community Development District (the "District"). The District is located within the unincorporated boundaries of the Counties of Osceola and Polk, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 4:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

**1. Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$[\_\_\_\_\_] aggregate principal amount of Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "2025 Assessment Area One Bonds"). The 2025 Assessment Area One Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto. The purchase price for the 2025 Assessment Area One Bonds shall be \$[\_\_\_\_\_] (representing the \$[\_\_\_\_\_] .00 aggregate principal amount of the 2025 Assessment Area One Bonds, [plus/less net original issue premium/discount of \$[\_\_\_\_\_] and] less an underwriter's discount of \$[\_\_\_\_\_] ). The payment for and delivery of the 2025 Assessment Area One Bonds and the other actions contemplated hereby to take place at the Closing Date (as hereinafter defined) being hereinafter referred to as the "Closing."

**2. The 2025 Assessment Area One Bonds.** The 2025 Assessment Area One Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State"), created pursuant to the Uniform Community Development District Act of 1980,

Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (the "Act"), and by Rules 42SSS-1.001, .002 and .003, Florida Administrative Code, enacted by the Florida Land and Water Adjudicatory Commission (collectively, the "Rule"), effective on October 24, 2022, and pursuant to Resolution Nos. 2023-26 and 2025-[ ] adopted by the Board of Supervisors (the "Board") of the District on December 8, 2022 and [March 12], 2025, respectively (collectively, the "Bond Resolution"). The 2025 Assessment Area One Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of July 1, 2023 (the "Master Indenture") and, with respect to the 2025 Assessment Area One Bonds, as supplemented by a Third Supplemental Trust Indenture dated as of [ ] 1, 2025 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Indentures"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The 2025 Assessment Area One Special Assessments, the revenues from which constitute a portion of the 2025 Assessment Area One Pledged Revenues securing the 2025 Assessment Area One Bonds, have been, or will be prior to the time of Closing, levied by the District on the lands within the District specially benefited by the 2025 Assessment Area One Project pursuant to the Assessment Resolutions (as such terms are defined in the Indentures).

**3. Limited Offering; Establishment of Issue Price.** It shall be a condition to the District's obligation to sell and to deliver the 2025 Assessment Area One Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the 2025 Assessment Area One Bonds, that the entire principal amount of the 2025 Assessment Area One Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price for the 2025 Assessment Area One Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate relating to the 2025 Assessment Area One Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2025 Assessment Area One Bonds.

(b) Except as otherwise indicated in Exhibit B, the District will treat the first price at which 10% of each maturity of the 2025 Assessment Area One Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of 2025 Assessment Area One Bonds. If at that time the 10% test has not been satisfied as to any maturity, the Underwriter agrees to promptly report to the District the prices at which the 2025 Assessment Area One Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the 2025 Assessment Area One Bonds of that maturity or until all 2025 Assessment Area One Bonds of that maturity have been sold to the public provided that, the Underwriter's reporting obligation after the Closing

Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if 2025 Assessment Area One Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2025 Assessment Area One Bonds.

(c) The Underwriter confirms that it has offered the 2025 Assessment Area One Bonds to accredited investors constituting the public on or before the date of this Purchase Contract at the offering prices (the "initial offering price"), or at the corresponding yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities of the 2025 Assessment Area One Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2025 Assessment Area One Bonds, the Underwriter will neither offer nor sell unsold 2025 Assessment Area One Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the 2025 Assessment Area One Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2025 Assessment Area One Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the 2025 Assessment Area One Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the 2025 Assessment Area One Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,



(B) to promptly notify the Underwriter of any sales of 2025 Assessment Area One Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2025 Assessment Area One Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the 2025 Assessment Area One Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2025 Assessment Area One Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2025 Assessment Area One Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the 2025 Assessment Area One Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the 2025 Assessment Area One Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the 2025 Assessment Area One Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2025 Assessment Area One Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the 2025 Assessment Area One Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the 2025 Assessment Area One Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2025 Assessment Area One Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the 2025 Assessment Area One Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2025 Assessment Area One Bonds.

(f) The Underwriter acknowledges that sales of any 2025 Assessment Area One Bond to any person that is a related party to an Underwriter participating in the initial sale of the 2025 Assessment Area One Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the 2025 Assessment Area One Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2025 Assessment Area One Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2025 Assessment Area One Bonds to the public),

(iii) a purchaser of any of the 2025 Assessment Area One Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

**4. Use of Documents.** Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter the Preliminary Limited Offering Memorandum, dated [\_\_\_\_], 2025 (the "Preliminary Limited Offering Memorandum") of the District, relating to the 2025 Assessment Area One Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule 15c2-12") in connection with the limited offering of the 2025 Assessment Area One Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the use of the Preliminary Limited Offering Memorandum by the Underwriter. The District shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than the Closing Date (as hereinafter defined) and in sufficient time to accompany any confirmation that requests payment from any customer such number of copies of the final Limited Offering Memorandum in electronic format (the "Limited Offering Memorandum" and, together with the Preliminary

Limited Offering Memorandum, the "Limited Offering Memoranda") as the Underwriter shall reasonably request to comply with the requirements of Rule 15c2-12 and all applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The Underwriter agrees that it will not confirm the sale of any Bonds unless a final written confirmation of sale is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum. The District hereby approves the circulation and use by the Underwriter of the Limited Offering Memoranda with respect to the 2025 Assessment Area One Bonds.

**5. Definitions.** For purposes hereof, (a) this Purchase Contract, the 2025 Assessment Area One Bonds, the Indentures, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, LT Westview, LLC, a Delaware limited liability company (the "Master Developer"), Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Dissemination Agent"), the Trustee and the District Manager, in substantially the form attached to the Preliminary Limited Offering Memorandum as APPENDIX D thereto (the "Disclosure Agreement"), and the DTC Blanket Issuer Letter of Representations entered into by the District are referred to herein collectively as the "Financing Documents" and (b) [the Completion Agreement (2025 Bonds) by and between the District and the Master Developer, dated as of the Closing Date (the "Completion Agreement"), the Acquisition Agreement by and between the District and the Master Developer, dated July 6, 2023 (the "Acquisition Agreement"), the Collateral Assignment Agreement (2025 Bonds) by and between the District and the Master Developer, dated as of the Closing Date in recordable form (the "Collateral Assignment"), the True-Up Agreement by and between the District and the Master Developer, dated as of the Closing Date in recordable form (the "True-Up Agreement"), and the Westview South Community Development District Declaration of Consent (2025 Bonds) by the Master Developer, dated as of the Closing Date and in recordable form (the "Declaration of Consent") are collectively referred to herein as the "Ancillary Agreements."]

**6. Representations, Warranties and Agreements.** The District hereby represents, warrants and agrees as follows:

(a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including, without limitation, the Act;

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements; (iii) sell, issue and deliver the 2025 Assessment Area One Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the 2025 Assessment Area One Bonds for the purposes described in the Preliminary Limited Offering Memorandum; (v) authorize and acknowledge the use of the Limited Offering Memoranda and authorize the execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements, and the Preliminary Limited Offering Memorandum. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the

obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the 2025 Assessment Area One Bonds;

(c) At meetings of the Board that were duly called and noticed (or with respect to the Assessment Resolutions, as will be duly called prior to Closing) and at which a quorum was or will be present and acting throughout, the Board duly adopted the Bond Resolution and duly adopted or will duly adopt the Assessment Resolutions, and the same are in full force and effect (or with respect to the Assessment Resolutions, will be in full force and effect prior to Closing) and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the 2025 Assessment Area One Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the 2025 Assessment Area One Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the 2025 Assessment Area One Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indentures by the Trustee), the Indentures will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms; subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the 2025 Assessment Area One Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the approval of the delivery of the Preliminary Limited Offering Memorandum, and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict

with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the 2025 Assessment Area One Bonds and the Indentures. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the 2025 Assessment Area One Bonds, the Financing Documents or the Ancillary Agreements;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the 2025 Assessment Area One Bonds, or under the 2025 Assessment Area One Bonds, the Bond Resolution, the Assessment Resolutions, Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the 2025 Assessment Area One Bonds;

(f) The descriptions of the 2025 Assessment Area One Bonds, the Financing Documents, the Ancillary Agreements, and the Assessment Area One – 2025 Project (the "Project"), to the extent referred to in the Limited Offering Memoranda, conform in all material respects to the 2025 Assessment Area One Bonds, the Financing Documents, the Ancillary Agreements and the Projects, respectively;

(g) The 2025 Assessment Area One Bonds, when issued, executed and delivered in accordance with the Indentures and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indentures and upon such issuance, execution and delivery of the 2025 Assessment Area One Bonds, the Indentures will provide, for the benefit of the holders from time to time of the 2025 Assessment Area One Bonds, a legally valid and binding pledge of and first lien on the 2025 Assessment Area One Pledged Revenues (the "Series 2025 Pledged Revenues"), as applicable. On the Closing Date, all conditions precedent to the issuance of the 2025 Assessment Area One Bonds set forth in the Indentures will have been complied with or fulfilled;

(h) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2025 Assessment Area One Bonds or the application of

the proceeds of the sale thereof for the purposes described in the Preliminary Limited Offering Memorandum or the collection of the respective 2025 Assessment Area One Special Assessments or the pledge of and lien on the respective Series 2025 Pledged Revenues, pursuant to the Indentures; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the 2025 Assessment Area One Bonds, or the authorization of the Projects, the Bond Resolution, the Assessment Resolutions, the Financing Documents and Ancillary Agreements, or the application of the proceeds of the 2025 Assessment Area One Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of the 2025 Assessment Area One Bonds; or (v) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the 2025 Assessment Area One Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the 2025 Assessment Area One Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the 2025 Assessment Area One Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE MASTER DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Master Developer" and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in

the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE MASTER DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Master Developer" and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (i) the date that is ninety (90) days from the end of the "Underwriting Period" as defined below, or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB's Electronic Municipal Market Access system (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense (unless such supplement or amendment is the direct result of information provided by the Master Developer, or Underwriter, then at the expense of said relevant person) supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Preliminary Limited Offering Memorandum, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the 2025 Assessment Area One Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) The District has not and is not now in default in the payment of the principal of or the interest on any governmental security issued or guaranteed by it after December 31, 1975 which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 69W-400.003 of the Florida Department of Financial Services;

(o) Except as may be disclosed in the Preliminary Limited Offering Memorandum, the District has never failed to comply with any continuing disclosure obligations undertaken by the District in accordance with the continuing disclosure requirements of Rule 15c2-12;

(p) Any certificate signed by any official of the District and delivered to the Underwriter will be deemed to be a representation by the District to the Underwriter as to the statements made therein; and

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the 2025 Assessment Area One Bonds), notes or other obligations payable from the Series 2025 Pledged Revenues.

**7. Closing.** At 10:00 a.m. prevailing time on [\_\_\_\_\_], 2025 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver to the Underwriter, the 2025 Assessment Area One Bonds in definitive book-entry only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the 2025 Assessment Area One Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the 2025 Assessment Area One Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The 2025 Assessment Area One Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry only form, with one bond for each maturity of each series, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

**8. Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the 2025 Assessment Area One Bonds are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the 2025 Assessment Area One Bonds, the Financing Documents and the Ancillary Agreements shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indentures and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

(c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson or Vice-Chairperson of the Board or such other authorized member of the Board;



(2) A copy of each of the Bond Resolution and the Assessment Resolutions certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect;

(3) Executed copies of each of the Financing Documents and Ancillary Agreements in form and substance acceptable to the Underwriter and Underwriter's counsel;

(4) The opinion, dated as of the Closing Date and addressed to the District, of Greenberg Traurig, P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as APPENDIX C or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel, together with a letter or letters of such counsel, dated as of the Closing Date and addressed to the Underwriter and the Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion was addressed to them;

(5) The supplemental opinion, dated as of the Closing Date and addressed to the Underwriter, of Greenberg Traurig, P.A., Bond Counsel, in the form annexed as Exhibit C hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(6) The opinion, dated as of the Closing Date and addressed to the District, the Underwriter and the Trustee of Kutak Rock LLP, counsel to the District, in the form annexed as Exhibit D hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

(7) An opinion, dated as of the Closing Date and addressed to the Underwriter, Underwriter's Counsel, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, Underwriter, Underwriter's Counsel, and the District;

(8) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(9) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Greenberg Traurig, P.A., counsel to the Master Developer, in the form annexed as Exhibit E hereto or in form and substance otherwise acceptable to the Underwriter and Underwriter's counsel;

(10) Certificate of the Master Developer dated as of the Closing Date, in the form annexed as Exhibit F hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(11) A copy of the Rule;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as may be disclosed in the Limited Offering Memorandum, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the 2025 Assessment Area One Special Assessments as described in the Indentures; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE MASTER DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Master Developer" and "UNDERWRITING," as to which no view need be expressed) as of their respective dates, and as of the date hereof, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(13) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice-Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(14) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes;

(15) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the 2025 Assessment Area One Bonds under Section 148 of the Internal Revenue Code of 1986, as amended;

(16) Executed copy of Internal Revenue Service Form 8038-G relating to the 2025 Assessment Area One Bonds;

(17) A certificate of the District's consulting engineer, dated as of the Closing Date, in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(18) A certificate of the District Manager and methodology consultant in the form annexed as Exhibit H hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(19) A certificate of the District whereby the District deemed the Preliminary Limited Offering Memorandum final for purposes of Rule 15c2-12 as of the date of the Preliminary Limited Offering Memorandum except for the Permitted Omissions;

(20) To the extent required under the Indentures, an investor letter from each initial beneficial owner of the 2025 Assessment Area One Bonds in the form attached to the Indentures;

(21) Such additional documents as may be required by the Indentures to be delivered as a condition precedent to the issuance of the 2025 Assessment Area One Bonds;

(22) Evidence of compliance by the District with the requirements of Section 215.84, Florida Statutes;

(23) A certified copy of the final judgment of the Circuit Court in and for Osceola County Florida validating the 2025 Assessment Area One Bonds and appropriate certificate of no-appeal;

(24) A copy of the Amended and Restated Master Special Assessment Methodology Report dated [April 12, 2023], as supplemented by the Final [Second Supplemental Special Assessment Methodology Report] dated the date hereof, as the same may be amended and supplemented from time to time, relating to the 2025 Assessment Area One Bonds;

(25) A copy of the Engineer's Report (Restated), dated May 31, 2023, as supplemented by the Second Supplemental Engineer's Report, dated [\_\_\_\_] 2025 (collectively, the "Engineer's Report");

(26) Acknowledgments in recordable form by all mortgage holders, if any, on lands within the District as to the superior lien of the 2025 Assessment Area One Special Assessments, in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(27) Declarations of Consent to Jurisdiction of the District, Imposition of Special Assessments and Imposition of Lien of Record by the Landowner and any other landowners with respect to all real property which is subject to the 2025 Assessment Area One Special Assessments, in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(28) Evidence acceptable to the Underwriter in its sole discretion that the District has engaged a dissemination agent acceptable to the Underwriter (the "Dissemination Agent") for the 2025 Assessment Area One Bonds;

(29) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Disclosure

Agreements, (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Disclosure Agreements and Rule 15c2-12 and that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreements, and (iii) covenanting to comply with its obligations under the Disclosure Agreements;

(30) A certificate of the District Manager confirming that the 2023 Assessment Area One Special Assessments have been Substantially Absorbed as such terms are defined in Section 5.04 of the First Supplemental Indenture in connection with the District's Special Assessment Bonds, Series 2023 (Assessment Area One – 2023 Project Area) Bonds; and

(31) Such additional legal opinions, certificates, instruments and other documents as, the Underwriter, Underwriter's Counsel or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District and the Master Developer on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the 2025 Assessment Area One Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the 2025 Assessment Area One Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

**9. Termination.** The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the 2025 Assessment Area One Bonds by notifying the District in writing of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the

Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the 2025 Assessment Area One Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax exempt status of the District, its property or income, its securities (including the 2025 Assessment Area One Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the 2025 Assessment Area One Bonds, or the market price generally of obligations of the general character of the 2025 Assessment Area One Bonds; (ii) the District or the Master Developer have, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Master Developer, other than in the ordinary course of their respective business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the 2025 Assessment Area One Special Assessments.

#### **10. Expenses.**

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indentures; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto; (iii) the cost of registering the 2025 Assessment Area One Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, the District Engineer, the Underwriter, Underwriter's Counsel, the District's methodology consultant, the District Engineer, and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the 2025 Assessment Area One Bonds. The District shall submit for recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the 2025 Assessment Area One Bonds, if any.

**11. No Advisory or Fiduciary Role.** The District acknowledges and agrees that (i) the purchase and sale of the 2025 Assessment Area One Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and processes leading up to such

transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act), agent or a fiduciary of the District, (iii) the Underwriter has not assumed an advisory or a fiduciary responsibility in favor of the District with respect to the limited offering of the 2025 Assessment Area One Bonds or the discussions, undertakings and process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided or is currently advising or providing services to the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District, (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the 2025 Assessment Area One Bonds, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

**12. Notices.** Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Rd., Ste. #410W, Boca Raton, Florida 33431, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

**13. Parties in Interest; Survival of Representations.** This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the 2025 Assessment Area One Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the 2025 Assessment Area One Bonds pursuant to this Purchase Contract.

**14. Effectiveness.** This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

**15. Headings.** The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

**16. Amendment.** No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

**17. Governing Law.** This Purchase Contract shall be governed and construed in accordance with the laws of the State.

**18. Counterparts; Facsimile; PDF.** This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Signature page follows.]

Very truly yours,

**FMSBONDS, INC.**

By: \_\_\_\_\_  
Theodore A. Swinarski,  
Senior Vice President – Trading

Accepted and agreed to this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
[Josh Kalin],  
Chairperson, Board of Supervisors



## **EXHIBIT A**

### **DISCLOSURE AND TRUTH-IN-BONDING STATEMENT**

[\_\_\_\_], 2025

Westview South Community Development District  
Counties of Osceola and Polk, Florida

Re: Westview South Community Development District \$[\_\_\_\_\_] Special Assessment  
Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Bonds")

Dear Board Members:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced Bonds, FMSbonds, Inc. (the "Underwriter"), having purchased the 2025 Assessment Area One Bonds pursuant to a Bond Purchase Contract dated [\_\_\_\_], 2025 (the "Bond Purchase Contract"), by and between the Underwriter and Westview South Community Development District (the "District"), furnishes the following information in connection with the limited offering and sale of the 2025 Assessment Area One Bonds. Capitalized terms used and not defined herein shall have the meanings given to them under the Bond Purchase Contract.

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the 2025 Assessment Area One Bonds is approximately \$[\_\_\_\_] per \$1,000.00 or \$[\_\_\_\_\_].
2. There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the 2025 Assessment Area One Bonds.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the 2025 Assessment Area One Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the 2025 Assessment Area One Bonds to any person not regularly employed or retained by the Underwriter in connection with the 2025 Assessment Area One Bonds to any person not regularly employed or retained by the Underwriter is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.
6. Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the 2025 Assessment Area One Bonds.

7. The address of the Underwriter is:

FMSbonds, Inc.  
20660 W. Dixie Highway  
North Miami Beach, Florida 33180

The District is proposing to issue \$[\_\_\_\_\_] aggregate amount of the 2025 Assessment Area One Bonds for the purposes of: (i) funding the Costs of acquiring and/or constructing a portion of the 2025 Assessment Area One Project, (ii) the funding of the 2025 Assessment Area One Reserve Account, (iii) funding interest on the 2025 Assessment Area One Bonds through at least November 1, 2025, and (iv) the payment of the costs of issuance of the 2025 Assessment Area One Bonds. This debt or obligation is expected to be repaid over a period of approximately [\_\_\_\_\_] (\_\_) years, [\_\_\_\_\_] (\_\_) months, and [\_\_\_\_\_] (\_\_) days. [There shall be no more than thirty (30) principal installments.] At a net interest cost of approximately [\_\_\_\_\_] % for the 2025 Assessment Area One Bonds, total interest paid over the life of the 2025 Assessment Area One Bonds will be \$[\_\_\_\_\_].

The source of repayment for the 2025 Assessment Area One Bonds is the 2025 Assessment Area One Special Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraphs above, the issuance of the 2025 Assessment Area One Bonds will result in approximately \$[\_\_\_\_\_] (representing the average annual debt service payments due on the 2025 Assessment Area One Bonds) of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the 2025 Assessment Area One Bonds were not issued, the District would not be entitled to impose and collect the related 2025 Assessment Area One Special Assessments in the amount of the principal of and interest to be paid on the 2025 Assessment Area One Bonds.

[Remainder of page intentionally left blank.]

Sincerely,

**FMSBONDS, INC.**

By: \_\_\_\_\_  
Theodore A. Swinarski,  
Senior Vice President - Trading

**SCHEDULE I**

**Expenses for 2025 Assessment Area One Bonds:**

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$[_____]
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	\$[_____]

## **EXHIBIT B**

### **TERMS OF BONDS**

1. **Purchase Price:** \$[\_\_\_\_\_] (representing the \$[\_\_\_\_\_]00 aggregate principal amount of the 2025 Assessment Area One Bonds, [plus/less net original issue premium/discount of \$[\_\_\_\_\_] and] less an underwriter's discount of \$[\_\_\_\_\_] ), with respect to the 2025 Assessment Area One Bonds.
2. **Principal Amounts, Maturities, Interest Rates, Yields, and Prices:**

<u>2025 Assessment Area One Bonds</u>				
<u>Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>

[\*Yield calculated to the first optional call date of \_\_\_\_, 20\_\_.]

The Underwriter has offered the 2025 Assessment Area One Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the 2025 Assessment Area One Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities: \_\_\_\_\_].

4. **Redemption Provisions:**

#### **Optional Redemption**

The 2025 Assessment Area One Bonds may, at the option of the District, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20\_\_ (less than all of the 2025 Assessment Area One Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of the 2025 Assessment Area One Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Assessment Area One Optional Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of 2025 Assessment Area One Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding 2025 Assessment Area One Bonds is substantially level.

[Remainder of page intentionally left blank.]

## **Mandatory Sinking Fund Redemption**

The 2025 Assessment Area One Bonds maturing on May 1, 20\_\_ are subject to mandatory sinking fund redemption from the moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u><b>Year</b></u>	<u><b>Mandatory Sinking Fund Redemption Amount</b></u>
	\$

\*

---

\*Maturity

The 2025 Assessment Area One Bonds maturing on May 1, 20\_\_ are subject to mandatory sinking fund redemption from the moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u><b>Year</b></u>	<u><b>Mandatory Sinking Fund Redemption Amount</b></u>
	\$

\*

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\*Maturity

The 2025 Assessment Area One Bonds maturing on May 1, 20\_\_ are subject to mandatory sinking fund redemption from the moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u><b>Year</b></u>	<u><b>Mandatory Sinking Fund Redemption Amount</b></u>
	\$

\*

---

\*Maturity

Upon any redemption of 2025 Assessment Area One Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of the 2025 Assessment Area One Bonds in

substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2025 Assessment Area One Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all 2025 Assessment Area One Bonds in any year. In the event of a redemption occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

### **Extraordinary Mandatory Redemption**

The 2025 Assessment Area One Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the 2025 Assessment Area One Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from 2025 Assessment Area One Prepayment Principal deposited into the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account (taking into account the credit from the 2025 Assessment Area One Reserve Account pursuant to the Third Supplemental Indenture) following a Prepayment in whole or in part of 2025 Assessment Area One Special Assessments on any assessable property within the Assessment Area One – 2025 Project Area in accordance with the provisions of the Third Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Assessment Area One Funds, Accounts and subaccounts in the Funds and Accounts (other than the Assessment Area One Rebate Fund, the Assessment Area One Costs of Issuance Account and the 2025 Assessment Area One Acquisition and Construction Account) sufficient to pay and redeem all Outstanding 2025 Assessment Area One Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture; and

(iii) from any funds remaining on deposit in the 2025 Assessment Area One Acquisition and Construction Account not otherwise reserved to complete the 2025 Assessment Area One Project (including any amounts transferred from the 2025 Assessment Area One Reserve Account) all of which have been transferred to the Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account.

## **EXHIBIT C**

### **BOND COUNSEL'S SUPPLEMENTAL OPINION**

[\_\_\_\_], 2025

Westview South Community Development District  
Counties of Osceola and Polk, Florida

FMSbonds, Inc.  
North Miami Beach, Florida

Re:    \$[\_\_\_\_] Westview South Community Development District (Counties of  
         Osceola and Polk, Florida) Special Assessment Bonds, Series 2025 (Assessment  
         Area One – 2025 Project Area) (the "Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel to the Westview South Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$[\_\_\_\_] original aggregate principal amount of Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the 2025 Assessment Area One Bonds. The 2025 Assessment Area One Bonds are secured pursuant to that certain Master Trust Indenture, dated as of July 1, 2023 (the "Master Indenture"), and, with respect to the 2025 Assessment Area One Bonds, as supplemented by a Third Supplemental Trust Indenture, dated as of [\_\_\_\_] 1, 2025 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Indentures") each by and between the District and U.S. Bank Trust Company, National Association, as trustee.

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the 2025 Assessment Area One Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated [\_\_\_\_], 2025 (the "Purchase Agreement"), for the purchase of the 2025 Assessment Area One Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Agreement.

Based upon the forgoing, we are of the opinion that:

1.     The sale of the 2025 Assessment Area One Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.



2. The Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The information in the Limited Offering Memoranda under the captions "INTRODUCTION" (except for the third through eighth paragraphs thereunder), "DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS," and "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS" insofar as such statements constitute descriptions of the 2025 Assessment Area One Bonds or the Indenture, are accurate as to the matters set forth or documents described therein (provided, we express no opinion with respect to any financial, statistical and demographic information and information under the caption "DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS – Book-Entry Only System," and any other information in the Limited Offering Memoranda concerning DTC and its book-entry system of registration) and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE" are correct as to matters of law.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the 2025 Assessment Area One Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressees hereto. This letter is not intended to, and may not be, relied upon by holders of the 2025 Assessment Area One Bonds.

Respectfully submitted,

**EXHIBIT D**

**ISSUER'S COUNSEL'S OPINION**

[\_\_\_\_\_], 2025

Westview South Community Development District  
Counties of Osceola and Polk, Florida

FMSbonds, Inc.  
North Miami Beach, Florida

U.S. Bank Trust Company, National Association, as Trustee  
Fort Lauderdale, Florida  
(solely for reliance upon Sections C.1., C.2. and C.3.)

Re:   \$[\_\_\_\_\_] Westview South Community Development District Special  
Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the  
"Bonds")

Ladies and Gentlemen:

We serve as counsel to the Westview South Community Development District (the "District"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$[\_\_\_\_\_] Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Bonds"). This letter is delivered to you pursuant to Section 3.01(2), of the Master Indenture (defined below), Section 2.09(c) of the Third Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

**A.     DOCUMENTS EXAMINED**

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1.     Rules 42555-1.001, .002 and .003, Florida Administrative Code, enacted by the Florida Land and Water Adjudicatory Commission (collectively, the "Rule"), effective on October 24, 2022;
2.     the *Master Trust Indenture*, dated as of July 1, 2023 ("**Master Indenture**"), and, with respect to the 2025 Assessment Area One Bonds, as supplemented by a *Third Supplemental Trust Indenture* dated as of [\_\_\_\_\_] 1, 2025 (the "**Third Supplemental Indenture**" and, together with the Master Indenture, the "**Indenture**") each by and between the District and U.S. Bank Trust Company, National Association, as trustee ("**Trustee**");

3. Resolutions Nos. 2023-26 and 2025-[ ] adopted by the District on December 8, 2022 and [March 12], 2025, respectively (collectively, "**Bond Resolution**");
4. *Engineer's Report (Restated)*, dated May 31, 2023, as supplemented by the *Second Supplemental Engineer's Report*, dated [ ] 2025 (collectively, the "**Engineer's Report**"), which describes among other things, the "**2025 Assessment Area One Project**";
5. *Amended and Restated Master Special Assessment Methodology Report* dated [April 12, 2023], as supplemented by the *Final [Second Supplemental Special Assessment Methodology Report]* dated [ ], 2025 (collectively, "**Assessment Methodology**");
6. Resolution Nos. Resolution Nos. [2023-25, 2023-28, 2023-36 and 2025- ] (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**"), securing the 2025 Assessment Area One Bonds;
7. the *Final Judgments* issued on April 13, 2023, by the Circuit Court for the Ninth Judicial Circuit in and for Osceola County, Florida in Case No. 49-2022-CA-003256-OC and the Certificate of No Appeal issued on May 23, 2023;
8. the Preliminary Limited Offering Memorandum dated [ ], 2025 ("**PLOM**") and Limited Offering Memorandum dated [ ], 2025 ("**LOM**");
9. certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the 2025 Assessment Area One Bonds;
10. certain certifications of Atwell, LLC, as District Engineer;
11. certain certifications of Wrathell, Hunt & Associates, LLC, as District Manager, Assessment Consultant and Financial Advisor;
12. general and closing certificate of the District;
13. an opinion of Greenberg Traurig, P.A. ("**Bond Counsel**"), issued to the District in connection with the sale and issuance of the 2025 Assessment Area One Bonds;
14. an opinion of Holland & Knight LLP ("**Trustee Counsel**"), issued to the District and Underwriter in connection with the sale and issuance of the 2025 Assessment Area One Bonds;
15. opinion of Greenberg Traurig, counsel to the Master Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the 2025 Assessment Area One Bonds;
16. the following agreements ("**Bond Agreements**"):
  - (a) the Continuing Disclosure Agreement dated [ ], 2025, by and among the District, LT Westview, LLC, a Delaware limited liability company (the "**Master Developer**," the "**Master Developer**," or the "**Assessment Area One Developer**"), and a dissemination agent;
  - (b) the Bond Purchase Contract between Underwriter and the District and dated [ ], 2025 ("**BPA**");
  - (c) the Acquisition Agreement, between the District and the Master Developer dated July 6, 2023;
  - (d) the Completion Agreement (2025 Bonds), between the District and the Master Developer dated [ ], 2025;
  - (e) the True-Up Agreement, between the District and the Master Developer dated [ ], 2025;

- (f) the Collateral Assignment Agreement (2025 Bonds), between the District and the Master Developer dated [\_\_\_\_], 2025; and
- 18. Declaration of Consent to Jurisdiction executed by the Master Developer; and
- 19. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Master Developer, counsel to the Master Developer, and others relative to the Limited Offering Memorandum and the related documents described herein.

## **B. RELIANCE**

This opinion is solely for the benefit of the (i) District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2, and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

## **C. OPINIONS**

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, Florida Statutes (the "Act"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the 2025 Assessment Area One Bonds and the Bond Agreements; (b) to issue the 2025 Assessment Area One Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the 2025 Assessment Area One Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the 2025 Assessment Area One Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of

documents (c) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the 2025 Assessment Area One Bonds have been fulfilled.

4. **Validation** – The 2025 Assessment Area One Bonds have been validated by a final judgment of the Circuit Court in and for Osceola County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the 2025 Assessment Area One Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "INTRODUCTION" (as it relates to the District only), "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS – Prepayment of 2025 Assessment Area One Special Assessments," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaption "The District Manager and Other Consultants"), "THE DEVELOPMENT – Master Developer Agreements" (solely as to the description of the agreements), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the 2025 Assessment Area One Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** – As the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the 2025 Assessment Area One Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the 2025 Assessment Area One Bonds; (b) contesting or affecting

the authority for the Debt Assessments, the authority for the issuance of the 2025 Assessment Area One Bonds or the validity or enforceability of the 2025 Assessment Area One Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the 2025 Assessment Area One Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the 2025 Assessment Area One Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the 2025 Assessment Area One Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Projects*** – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Projects, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

#### **D. CERTAIN ASSUMPTIONS**

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

#### **E. CERTAIN QUALIFICATIONS**

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the 2025 Assessment Area One Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal

government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Master Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Projects.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KUTAK ROCK LLP

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For the Firm



**EXHIBIT E**

**MASTER DEVELOPER'S COUNSEL OPINION**

[\_\_\_\_], 2025

Westview South Community Development District  
Osceola and Polk County, Florida

FMSbonds, Inc.  
North Miami Beach, Florida

U.S. Bank Trust Company, National Association  
Ft. Lauderdale, Florida

Re:    \$[\_\_\_\_] Westview South Community Development District Special  
Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area) (the  
"2025 Assessment Area One Bonds")

Ladies and Gentlemen:

We are special counsel for LT Westview, LLC, a Delaware limited liability company, authorized to do business in the State of Florida as a foreign limited liability company (the "Master Developer"), in connection with the above-referenced issuance of the 2025 Assessment Area One Bonds by the Westview South Community Development District (the "District") ("2025 Assessment Area One Bond Transaction"). This opinion letter is furnished to you at the request of and is given with the consent of the Master Developer.

This opinion is delivered in our capacity as special counsel to the Master Developer specifically in connection with (a) the execution and delivery by the Master Developer of the following documents, each of even date herewith unless otherwise stated, and all relating to the 2025 Assessment Area One Bonds Transaction (collectively, the "Master Developer Documents"):

(i) Continuing Disclosure Agreement, dated [\_\_\_\_], 2025, by and among the District, the Master Developer and Wrathell, Hunt & Associates, LLC, as dissemination agent;

(ii) Completion Agreement (2025 Bonds) between the District and the Master Developer, dated [\_\_\_\_], 2025;

(iii) Acquisition Agreement by and between the District and the Master Developer, dated July 6, 2023;

(iv) Collateral Assignment Agreement (2025 Bonds) between the District and the Master Developer, dated [\_\_\_\_], 2025;

(v) True-Up Agreement by and between the District and the Master Developer, dated [\_\_\_\_], 2025;

(v) Westview Community Development District Declaration of Consent dated [\_\_\_\_], 2025, executed by the Master Developer; and

(vi) Certificate of the Master Developer dated [\_\_\_\_], 2025.

Capitalized terms used but not defined in this opinion shall have the meanings ascribed to them in the Master Documents or that certain Preliminary Limited Offering Memorandum dated [\_\_\_\_], 2025 and the Limited Offering Memorandum dated [\_\_\_\_], 2025, both pertaining to the 2025 Assessment Area One Bond Transaction (collectively, the "Limited Offering Memoranda").

In our capacity as special counsel to the Master Developer in connection with the 2025 Assessment Area One Bond Transaction, we have examined the Master Developer Documents, and the following organizational documents (collectively, the "Master Developer Organizational Documents"):

(a) Articles of Organization of the Master Developer filed in the State of Delaware on December 8, 2021, File No. 6456275;

(b) Limited Liability Company Agreement of the Master Developer, dated June 2, 2022;

(c) Certificate of Good Standing, dated [\_\_\_\_], 2025, issued by the Division of Corporations, State of Delaware, as to the Master Developer; and

(d) Certificate of Active Status, dated [\_\_\_\_], 2025, issued by the Florida Department of State as to the Master Developer; and

(e) Certificate of the Master Developer dated [\_\_\_\_], 2025.

Further, we have examined such matters of law as we have considered necessary or appropriate for the expression of the opinions contained herein. Where appropriate, we have relied on certificates, resolutions, consents and representations of the Master Developer, its representatives, and other parties to the 2025 Assessment Area One Bond Transaction.

The opinions hereinafter expressed are subject to the following qualifications:

A. The enforceability of the Master Developer Documents in accordance with their respective terms is subject to (i) the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws affecting creditors' rights and/or remedies generally, and (ii) general equitable principles which limit specific enforcement of, or indemnification provisions in the Master Developer Documents. Our opinion as to enforceability

of any document is, therefore, subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights and/or remedies generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), commercial reasonableness, good faith and the exercise of judicial discretion in appropriate cases.

B. Certain rights and remedies contained in the Master Developer Documents may be rendered ineffective, or limited, by applicable laws or judicial decisions governing such provisions, but such laws and judicial decisions do not, in our opinion, make the Master Developer Documents inadequate for the practical realization of the benefits intended to be provided by the Master Developer Documents.

C. We have examined the originals or copies of such records of the Master Developer, certificates of public officials, the Master Developer Organizational Documents, and such other agreements, instruments and documents that we have deemed necessary as a basis for the opinions hereinafter expressed.

D. In rendering this opinion, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by the public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof.

E. In rendering this opinion, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

F. Except for the Master Developer, we have assumed that on the date of closing of the 2025 Assessment Area One Bond Transaction, each other party to the Master Developer Documents has the requisite power and authority to enter into and perform its respective obligations under the Master Developer Documents, and has duly authorized and executed and delivered the respective Master Developer Documents, and that such Master Developer Documents are valid, binding and enforceable against such other parties.

G. We have assumed that the Master Developer Documents reviewed by us contain the entire agreement of the parties with respect to the subject matter thereof, and that there are no other oral or written agreements between the parties that would modify the Master Developer Documents.

H. As to any fact relevant to this opinion, we have relied solely upon representations of the Master Developer. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as our knowledge of the existence of such facts should be drawn from the fact of our limited representation of the Master Developer in connection with the 2025 Assessment Area One Bond Transaction. Whenever our opinion herein with respect to the existence or absence of facts is indicated to be based upon our knowledge or awareness, it is intended to signify that during the course of our limited representation of the Master Developer as herein described, no information

has come to our attention which would give us knowledge of the existence or absence of such facts.

I. The opinions expressed herein relate solely to Florida law and the laws of the United States of America as now existing. We express no opinion with regard to any matters which may be, or which purport to be, governed by the laws of any other state or jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of federal or state securities laws, as to which no opinion is expressed, except with regard to number 5 below.

J. We exclude from this opinion letter any opinion as to the applicability or effect of any Federal or state taxes, including income taxes, sales taxes and franchise fees.

K. We exclude from this opinion any opinion as to title matters concerning any real or personal property.

L. We express no opinions other than those specifically set forth herein and no other opinions may be considered implied or inferred hereby.

Based upon the foregoing, and subject to the qualifications set forth herein, we are of the opinion that:

1. The Master Developer is a Delaware limited liability company, in good standing under the laws of the State of Delaware and is authorized to transact business in the State of Delaware.

2. The Master Developer has the power to conduct its business and to undertake the commitments and obligations as described in the Limited Offering Memoranda, and to enter into the Master Developer Documents.

3. The Master Developer Documents have been authorized by all necessary limited liability company action, executed and delivered by Master Developer and, assuming the due authorization, execution and delivery of each of the Master Developer Document by the other parties thereto, the Master Developer Documents constitute legal, valid and binding obligations of the Master Developer, enforceable in accordance with their respective terms.

4. The execution, delivery and performance of the Master Developer Documents by the Master Developer do not violate (a) the Master Developer's organizational documents, (b) to our knowledge, any agreement, instrument of Florida law, rule or regulation known to us to which the Master Developer is a party or by which the Master Developer's assets are or may be bound; or (c) to our knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Master Developer or its assets.

5. Based on our representation of the Master Developer as special counsel to the Master Developer in the 2025 Assessment Area One Bond Transaction (we have not separately acted as land use, permitting, environmental or development counsel to the Master Developer) and our limited participation in the preparation of the Limited Offering Memoranda, nothing has come to our attention that would lead us to believe the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT," "THE MASTER DEVELOPER,"

"LITIGATION – The Master Developer," and "CONTINUING DISCLOSURE (as it relates to the Master Developer and excluding any information related to the District), does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact, nor omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the respective dates of the Limited Offering Memoranda or as of the date hereof.

6. In our limited role as special counsel to the Master Developer in the 2025 Assessment Area One Bond Transaction, nothing has come to our attention that would lead us to believe that the Master Developer is not in compliance in all material respects with all provisions of applicable law in all material matters relating to the Master Developer as described in the Limited Offering Memoranda. Except as described in the Limited Offering Memoranda, including, without limitation, the section thereof entitled "THE DEVELOPMENT" (as it relates to the Master Developer): (a) we have no knowledge that the Master Developer has not received all government permits required in connection with the development of Assessment Area One as described in the Limited Offering Memoranda, other than certain permits, which permits are expected to be received in due course; (b) we have no knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability of Assessment Area One to be developed and completed as described in the Limited Offering Memoranda; and (c) we have no knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the development of Assessment Area One as described in the Limited Offering Memoranda will not be obtained in due course as required.

7. To our knowledge, based on the Certificate of the Master Developer as to certain factual matters, the levy of the 2025 Assessment Area One Special Assessments on Assessment Area One will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Master Developer is a party or to which the Master Developer or any of its property or assets is subject.

8. To our knowledge, based on the Certificate of the Master Developer as to certain factual matters, and without a docket search, there is no threatened litigation which would prevent or prohibit the development of Assessment Area One in accordance with the description thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto, or which may result in any material adverse change in the business, properties, assets or financial condition of the Master Developer.

9. To our knowledge, based on the Certificate of the Master Developer as to certain factual matters, and without a docket search, the Master Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of the State of Florida. To our knowledge, based on the Certificate of the Master Developer as to certain factual matters, the Master Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. To our knowledge, based on the Certificate of the Master Developer as to certain factual matters, the Master Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the 2025 Assessment Area One Bonds or the development of the Assessment Area One – 2025 Project Area.

This opinion letter speaks only as of the date hereof and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the Master Developer, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of Master Developer.

We have no obligation to update this opinion letter or otherwise advise you with respect to any event or circumstance arising after the date hereof or with respect to events or circumstances occurring prior to the date hereof, which are not known to us but of which we subsequently become aware. This opinion letter is provided as a legal opinion only and not as a guaranty or warranty of the matters discussed herein or in documents referred to herein. No opinion may be inferred or implied beyond the matters expressly stated herein.

This opinion letter is furnished by us in our limited capacity as special counsel to the Master Developer in connection with the 2025 Assessment Area One Bond Transaction. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc., or U.S. Bank Trust Company, National Association, as Trustee, or in connection with the 2025 Assessment Area One Bond Transaction, the 2025 Assessment Area One Bonds or by virtue of this letter.

This opinion letter has been prepared and is to be construed in accordance with the Report on Third-Party Legal Opinion Customary Practice in Florida, dated December 3, 2011 ("Report"). The Report is incorporated by reference into this opinion letter.

This opinion is solely for the benefit of the addressees in connection with the Bond Transaction and this opinion may not be circulated, quoted, or otherwise referred to or relied upon in any manner, nor used, by any other persons or entities or for any other purpose without our express written consent in each instance.

Very truly yours,

GREENBERG TRAURIG, P.A.



## **EXHIBIT F**

### **CERTIFICATE OF MASTER DEVELOPER**

LT WESTVIEW, LLC, a Delaware limited liability company (the "Master Developer"), DOES HEREBY CERTIFY, that:

1. This Certificate of the Master Developer is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract dated [\_\_\_\_], 2025 (the "Purchase Contract") between Westview South Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$[\_\_\_\_] original aggregate principal amount of Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "2025 Assessment Area One Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Master Developer is a Delaware limited liability company pursuant to Articles of Organization of the Master Developer filed in the State of Delaware on December 8, 2021, File No. 6456275, and Limited Liability Company Agreement of the Master Developer, dated June 2, 2022, which remain in full force and affect without amendment. The Master Developer's status is of good standing with the State of Delaware and active with the Florida Department of State.

3. Representatives of the Master Developer have provided information to the District to be used in connection with the offering by the District of its 2025 Assessment Area One Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [\_\_\_\_], 2025, and the Limited Offering Memorandum, dated [\_\_\_\_], 2025, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

4. The Westview South Community Development District Declaration of Consent dated [\_\_\_\_], 2025, executed by the Master Developer and to be recorded in the public records of Polk County, Florida and Osceola County, Florida (the "Declaration of Consent"), the Continuing Disclosure Agreement dated as of the Closing Date, by and among the District, the Master Developer, Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Dissemination Agent"), the Trustee and the District Manager, the Completion Agreement (2025 Bonds) by and between the District and the Master Developer, dated as of the Closing Date, the Acquisition Agreement by and between the District and the Master Developer, dated as July 6, 2023, the Collateral Assignment Agreement (2025 Bonds) by and between the District and the Master Developer, dated as of the Closing Date and in recordable form, and the True-Up Agreement by and between the District and the Master Developer dated as of the Closing Date and in recordable form constitute valid and binding obligations of the Master Developer, enforceable against the Master Developer in accordance with their respective terms.

5. The Master Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "CAPITAL IMPROVEMENT PLAN AND THE PROJECTS," "THE DEVELOPMENT," "THE MASTER DEVELOPER" (as it relates to the Master Developer), "BONDOWNERS' RISKS" (as it relates to the Master Developer, the



Development and non-specific Bondholder risks), "LITIGATION – The Master Developer" (as it relates to the Master Developer), and "CONTINUING DISCLOSURE" (as it relates to the Master Developer) and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Master Developer is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Master Developer represents and warrants that it has complied with and will continue to comply with Chapter 190.048, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Master Developer which has not been disclosed in the Limited Offering Memoranda.

8. The Master Developer hereby represents that it owns that the lands in the District that will be subject to the 2025 Assessment Area One Special Assessments as described in the Limited Offering Memoranda, and the Master Developer hereby consents to the levy of the 2025 Assessment Area One Special Assessments on the lands in the Assessment Area One - 2025 Project Area owned by the Master Developer. The levy of the 2025 Assessment Area One Special Assessments on the Lands in Assessment Area One – 2025 Project Area will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Master Developer is a party or to which its property or assets are subject.

9. The Master Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Master Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Master Developer acknowledges that the 2025 Assessment Area One Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the 2025 Assessment Area One Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the 2025 Assessment Area One Bonds when due.

11. To the best of our knowledge, the Master Developer is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Master Developer is subject or by which the Master Developer or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents, Ancillary Documents, the Declaration of Consent or on the Development and is current in the payment of all ad valorem,

federal and state taxes associated with the development of the Assessment Area One – 2025 Project Area.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Master Developer (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent and/or Ancillary Documents to which the Master Developer is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, Declaration of Consent and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of the Master Developer or of the Master Developer's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Master Developer, or (d) that would have a material and adverse effect upon the ability of the Master Developer to (i) complete the development of lands within the Assessment Area One - 2025 Project Area as described in the Limited Offering Memoranda, (ii) pay the 2025 Assessment Area One Special Assessments, or (iii) perform its various obligations as described in the Limited Offering Memoranda.

13. To the best of our knowledge after due inquiry, the Master Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the development of the Assessment Area One – 2025 Project Area as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Assessment Area One – 2025 Project Area is zoned and properly designated for its intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Master Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Master Developer's ability to complete or cause the completion of development of the Assessment Area One – 2025 Project Area as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the Assessment Area One – 2025 Project Area as described in the Offering Memoranda will not be obtained as required.

14. The Master Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the 2025 Assessment Area One Special Assessments imposed on lands in the District owned by the Master Developer within thirty (30) days following completion of the Assessment Area One - 2025 Project Area and acceptance thereof by the District.

15. The Master Developer is not in default of any obligations to pay special assessments, and the Master Developer is not insolvent.

16. Except as disclosed in the Preliminary Limited Offering Memorandum, the Master Developer has not failed to comply with any of its continuing disclosure undertakings entered into in connection with Rule 15c2-12 of the Securities and Exchange Act of 1934, as amended, and the information presented in the Limited Offering Memoranda under the heading "CONTINUING

DISCLOSURE" (at it relates to the Master Developer only) accurately reflects the continuing disclosure history of the Master Developer.

Dated: [\_\_\_\_\_], 2025.

**LT WESTVIEW, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Josh Kalin, its Authorized Agent

## **EXHIBIT G**

### **CERTIFICATE OF ENGINEER**

CERTIFICATE OF ATWELL, LLC (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated [\_\_\_\_], 2025 (the "Purchase Contract"), by and between Westview South Community Development District (the "District") and FMSbonds, Inc. with respect to the District's \$[\_\_\_\_] original aggregate principal amount of Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated [\_\_\_\_], 2025 and the Limited Offering Memorandum, dated [\_\_\_\_], 2025, including the appendices attached thereto, relating to the 2025 Assessment Area One Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

2. The Engineers have been retained by the District as the District Engineer.

3. The plans and specifications for the Assessment Area One – 2025 Project (as described in the Limited Offering Memoranda and, the "Project") was approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the Project were obtained or are expected to be obtained in the ordinary course of business.

4. The Engineers prepared the report entitled Engineer's Report (Restated), dated May 31, 2023, as supplemented by the Second Supplemental Engineer's Report, dated [\_\_\_\_] 2025 (collectively, the "Report"). The Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX A: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the Projects are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA ONE - 2025 PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX A: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

6. The Projects are being constructed in sound workmanlike manner and in accordance with industry standards.

7. The price being paid by the District to the Master Developer for acquisition of the improvements included within the Projects will not exceed the lesser of the cost of such respective Projects or the fair market value of the assets acquired by the District.

8. To the best of our knowledge, after due inquiry, the Master Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to it and the development of the Assessment Area One – 2025 Project Area as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Project as described in the Limited Offering Memoranda have been received; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the Assessment Area One – 2025 Project Area as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Project and the development of the Assessment Area One – 2025 Project Area as described in the Limited Offering Memoranda and all appendices thereto will not be obtained in due course as required by the Master Developer.

9. There is adequate water and sewer service capacity to serve the Assessment Area One – 2025 Project Area within the District.

Date: [\_\_\_\_], 2025

**ATWELL, LLC**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT H**

### **CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT**

[\_\_\_\_], 2025

Westview South Community Development District  
Counties of Osceola and Polk, Florida

FMSbonds, Inc.  
North Miami Beach, Florida

Re: Westview South Community Development District \$[\_\_\_\_] Special  
Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the  
"Bonds")

Ladies and Gentlemen:

The undersigned representative of Wrathell, Hunt & Associates, LLC ("WRATHELL"),  
DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated [\_\_\_\_], 2025 (the "Purchase Contract"), by and between Westview South Community Development District (the "District") and FMSbonds, Inc. with respect to the District's \$[\_\_\_\_] original aggregate principal amount of Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "2025 Assessment Area One Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the 2025 Assessment Area One Bonds, as applicable.

2. WRATHELL has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its 2025 Assessment Area One Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated [\_\_\_\_], 2025 and the Limited Offering Memorandum, dated [\_\_\_\_], 2025, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the 2025 Assessment Area One Bonds, we have been retained by the District to prepare the Amended and Restated Master Special Assessment Methodology Report dated [April 12, 2023], as supplemented by the Final [Second Supplemental Special Assessment Methodology Report] dated [\_\_\_\_], 2025 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Project, or any information provided by us, and the Assessment Methodology, as of their respective dates and as of this date,

contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DISTRICT," "FINANCIAL STATEMENTS," "LITIGATION" (insofar as such description relates to the District), "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," "CONTINGENT FEES," and in "APPENDIX E: ASSESSMENT METHODOLOGY" and "APPENDIX F: DISTRICT'S FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager and Registered Agent for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the 2025 Assessment Area One Bonds, or in any way contesting or affecting the validity of the 2025 Assessment Area One Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the 2025 Assessment Area One Bonds, or the existence or powers of the District.

8. The 2025 Assessment Area One Special Assessments as initially levied and as may be reallocated from time to time as permitted by resolutions adopted by the District, are sufficient to enable the District to pay the debt service on the 2025 Assessment Area One Bonds through the final maturity thereof.

9. WRATHELL hereby acknowledges its agreement to serve as the Dissemination Agent for the District for the 2025 Assessment Area One Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement dated [\_\_\_\_\_], 2025 (the "Disclosure Agreement") by and among the District, LT Westview, LLC, and WRATHELL, as Dissemination Agent, and acknowledged by WRATHELL, as District Manager, and U.S. Bank Trust Company, National Association, as trustee. WRATHELL hereby represents that it is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 promulgated under the Securities Act of 1933, as amended, that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement, and that it will comply with its obligations under the Disclosure Agreement.

Dated: [\_\_\_\_], 2025.

**WRATHELL, HUNT & ASSOCIATES,**  
LLC, a Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT B**

**DRAFT COPY OF PRELIMINARY LIMITED OFFERING MEMORANDUM**

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [\_\_\_\_\_] 2025**

**NEW ISSUE - BOOK-ENTRY-ONLY  
LIMITED OFFERING**

**NOT RATED**

*In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the 2025 Assessment Area One Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes; and, further, interest on the 2025 Assessment Area One Bonds will not be an item of tax preference for purposes of the alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code") on applicable corporations (as defined in Section 59(k) of the Code), interest on the 2025 Assessment Area One Bonds is not excluded from the determination of adjusted financial statement income. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the 2025 Assessment Area One Bonds. Bond Counsel is further of the opinion that the 2025 Assessment Area One Bonds and the interest thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX MATTERS" herein.*

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
(COUNTIES OF OSCEOLA AND POLK, FLORIDA)**

**[\$26,640,000]\***

**SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA ONE – 2025 PROJECT AREA)**

**Dated: Date of Delivery**

**Due: As set forth herein**

The Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "2025 Assessment Area One Bonds") are being issued by the Westview South Community Development District (the "District" or the "Issuer") in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof. The 2025 Assessment Area One Bonds will bear interest at the fixed rates set forth in the inside cover page hereof, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing [May] 1, 2025. The 2025 Assessment Area One Bonds, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the 2025 Assessment Area One Bonds will be made in book-entry-only form and purchasers of beneficial interests in the 2025 Assessment Area One Bonds will not receive physical bond certificates. For so long as the book-entry only system is maintained, the principal of and interest on the 2025 Assessment Area One Bonds will be paid from the sources provided by the Indenture (as defined herein) by U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), to Cede & Co., as nominee of DTC, as the registered owner thereof. Disbursement of such payments to the Direct Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of the Direct Participants and Indirect Participants, as more fully described herein. Any purchaser, as a beneficial owner of a 2025 Assessment Area One Bond, must maintain an account with a broker or dealer who is, or acts through, a Direct Participant in order to receive payment of the principal of, premium, if any, and interest on such 2025 Assessment Area One Bond. See "DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS – Book-Entry Only System" herein.

The 2025 Assessment Area One Bonds are being issued for the purposes of (i) funding the Costs of acquiring and/or constructing a portion of the 2025 Assessment Area One Project (as defined herein), (ii) the funding of the 2025 Assessment Area One Reserve Account (as defined herein), (iii) funding interest on the 2025 Assessment Area One Bonds through at least November 1, 2025, and (iv) the payment of the costs of issuance of the 2025 Assessment Area One Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" hereto.

The District is a local unit of special-purpose government of the State of Florida (the "State"), created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Rules 42SSS-1.001, .002 and .003 of the Florida Administrative Code, enacted by the Florida Land and Water Adjudicatory Commission (collectively, the "Rule"), effective on October 24, 2022). The 2025 Assessment Area One Bonds are being issued by the District pursuant to Resolution Nos. 2023-26 and 2025-[\_\_\_\_\_] adopted by the Board of Supervisors (the "Board") of the District on December 8, 2022 and [March 12], 2025, respectively (collectively, the "Resolution"), and a Master Trust Indenture dated as of July 1, 2023 (the "Master Indenture"), and, with respect to the 2025 Assessment Area One Bonds, as supplemented by a Third Supplemental Trust Indenture dated as of [\_\_\_\_\_] 1, 2025 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The 2025 Assessment Area One Bonds are payable from and secured solely by the 2025 Assessment Area One Pledged Revenues. The "2025 Assessment Area One Pledged Revenues" shall mean (a) all revenues received by the District from the 2025 Assessment Area One Special Assessments (as defined herein) initially levied and collected on the assessable lands within the Assessment Area One – 2025 Project Area (as defined herein) within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2025 Assessment Area One Special Assessments or from the issuance and sale of tax certificates with respect to such 2025 Assessment Area One Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the 2025 Assessment Area One Bonds; provided, however, that 2025 Assessment Area One Pledged Revenues shall not include (A) any moneys transferred to the Assessment Area One Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Assessment Area One Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not

apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS" herein.

The 2025 Assessment Area One Bonds are subject to optional redemption, mandatory sinking fund redemption and extraordinary mandatory redemption at the times, in the amounts, and at the redemption prices more fully described herein. See "DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS – Redemption Provisions" herein.

THE 2025 ASSESSMENT AREA ONE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE 2025 ASSESSMENT AREA ONE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, OSCEOLA COUNTY, FLORIDA ("OSCEOLA COUNTY"), POLK COUNTY, FLORIDA ("POLK COUNTY" AND TOGETHER WITH OSCEOLA COUNTY, THE "COUNTIES"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, 2025 ASSESSMENT AREA ONE SPECIAL ASSESSMENTS TO SECURE AND PAY THE 2025 ASSESSMENT AREA ONE BONDS. THE 2025 ASSESSMENT AREA ONE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTIES, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The 2025 Assessment Area One Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). Pursuant to Florida law, the Underwriter (as defined herein) is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the 2025 Assessment Area One Bonds. The 2025 Assessment Area One Bonds are not credit enhanced or rated and no application has been made for credit enhancement or a rating with respect to the 2025 Assessment Area One Bonds.

This cover page contains certain information for quick reference only. It is not a summary of the 2025 Assessment Area One Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

#### MATURITY SCHEDULE

\$ _____	% Series 2025 Term Bond due May 1, 20__	Yield _____	%, Price _____	, CUSIP # _____	**
\$ _____	% Series 2025 Term Bond due May 1, 20__	Yield _____	%, Price _____	, CUSIP # _____	**
\$ _____	% Series 2025 Term Bond due May 1, 20__	Yield _____	%, Price _____	, CUSIP # _____	**

The 2025 Assessment Area One Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinions of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel, as to the validity of the 2025 Assessment Area One Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida, for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Master Developer (as defined herein) by its counsel, Greenberg Traurig, P.A., West Palm Beach, Florida. It is expected that the 2025 Assessment Area One Bonds will be delivered in book-entry form through the facilities of DTC on or about \_\_\_\_\_, 2025.

Dated: \_\_\_\_\_, 2025.

**FMSbonds, Inc.**

\* Preliminary, subject to change.

\*\*The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.

## **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

### **BOARD OF SUPERVISORS**

[Josh Kalin\*, Chair  
Patrick Rob Bonin\*\*, Vice Chair  
Heather Isaacs\*, Assistant Secretary  
Logan Lantrip\*\*, Assistant Secretary  
Nora Schuster\*, Assistant Secretary

\* Affiliated with Taylor Morrison (as herein defined)

\*\* Affiliated with Lennar Homes (as herein defined)]

### **DISTRICT MANAGER/METHODOLOGY CONSULTANT**

Wrathell, Hunt & Associates, LLC  
Boca Raton, Florida

### **DISTRICT ENGINEER**

Atwell, LLC  
Orlando, Florida

### **DISTRICT COUNSEL**

Kutak Rock LLP  
Tallahassee, Florida

### **BOND COUNSEL**

Greenberg Traurig, P.A.  
West Palm Beach, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE 2025 ASSESSMENT AREA ONE BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE 2025 ASSESSMENT AREA ONE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE MASTER DEVELOPER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE MASTER DEVELOPER OR IN THE STATUS OF THE DEVELOPMENT, THE ASSESSMENT AREA ONE – 2025 PROJECT AREA, THE ASSESSMENT AREA ONE - 2025 PROJECT (AS SUCH TERM IS HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE 2025 ASSESSMENT AREA ONE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE 2025 ASSESSMENT AREA ONE BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE COUNTIES, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE 2025 ASSESSMENT AREA ONE BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF THE 2025 ASSESSMENT AREA ONE SPECIAL ASSESSMENTS AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE MASTER DEVELOPER'S CONTROL. BECAUSE THE DISTRICT AND THE MASTER DEVELOPER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE MASTER DEVELOPER DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF THEIR EXPECTATIONS CHANGE OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM) AND [WWW.EMMA.MSRB.ORG](http://WWW.EMMA.MSRB.ORG). THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM EITHER OF SUCH WEBSITES.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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## **LIMITED OFFERING MEMORANDUM**

### **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT (COUNTIES OF OSCEOLA AND POLK, FLORIDA)**

**[\$26,640,000]\***

### **SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA ONE – 2025 PROJECT AREA)**

## **INTRODUCTION**

The purpose of this Limited Offering Memorandum, including the cover page, inside cover page, and appendices hereto, is to provide certain information in connection with the issuance and sale by Westview South Community Development District (the "District" or the "Issuer") of its \$[26,640,000]\* aggregate principal amount of Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "2025 Assessment Area One Bonds").

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF AND/OR INTEREST ON THE 2025 ASSESSMENT AREA ONE BONDS. THE 2025 ASSESSMENT AREA ONE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE 2025 ASSESSMENT AREA ONE BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUTES, AS AMENDED, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES PROMULGATED THEREUNDER. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE 2025 ASSESSMENT AREA ONE BONDS. See "SUITABILITY FOR INVESTMENT" and "BONDOWNERS' RISKS" herein.

The District is a local unit of special-purpose government of the State of Florida (the "State"), created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Rules 42SSS-1.001, .002 and .003, Florida Administrative Code, enacted by the Florida Land and Water Adjudicatory Commission (collectively, the "Rule"), effective on October 24, 2022. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, or equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

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\* Preliminary, subject to change.

The District consists of approximately 1,015.431 gross acres (the "District Lands"), located within both Osceola County ("Osceola") and Polk County ("Polk" and, together with Osceola, the "Counties"). The District Lands are being developed as a portion of a planned residential community under the name "Westview" (the "Master Development"). The Master Development is located northwest of the intersection of Poinciana Parkway and Cypress Parkway, approximately nine miles southeast of US Highway 17 and 12 miles southeast of Interstate-4. This Development is adjacent to the Solivita community, which is a bedroom community to the Orlando market. Solivita is a built out, approximately 4,216-acre community containing approximately 5,887 residential units as well as golf, walking trails, and over 100,000 square feet of recreational facilities. Solivita was developed by Avatar Properties. The Master Development consists of separate Neighborhoods: 1, 2A, 2B, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, the development of which will be phased. At buildout, the Master Development is expected to contain approximately 5,192 residential units. Two separate community development districts are anticipated to be created in order to facilitate development of the Master Development. The District consists of Neighborhoods 1, 2A, 2B, 3, 4 and 5, which are planned to contain 2,491 lots. It is anticipated that a separate community development district will be created in the future in order to facilitate the development of the 2,701 lots comprising Neighborhoods 6, 7, 8, 9, 10, 11 and 12. The portion of the Master Development located within the District boundaries is referred to herein as the "Development." Separate assessment areas have been created within the District to facilitate the District's development plan. See "THE DEVELOPMENT" herein for more information.

Assessment Area One contains approximately 850.8 acres of land, which comprise Neighborhood 1, Neighborhood 2A, Neighborhood 2B, Neighborhood 4 and Neighborhood 5. Assessment Area One is planned to contain 2,052 units at buildout. The "Assessment Area One – 2023 Project Area" consist of 1,290 platted lots. "Assessment Area One – 2025 Project Area" consist of approximately [\_\_\_\_] gross acres of land which are planned to contain 762 lots. "Assessment Area Two" consists of 164.6 acres of land which comprise Neighborhood 3. Assessment Area Two is planned to contain 439 lots. The District previously issued its Series 2023 Assessment Area One Bonds to finance a portion of the Assessment Area One – 2023 Project. The Assessment Area One – 2023 Project Area is [developed and platted]. The District previously issued its Series 2023 Assessment Area Two Bonds to finance a portion of the Assessment Area Two Project. Development of the Assessment Area Two Project Area is [underway]. See "THE DEVELOPMENT – Update on Prior Phases" herein for more information.

The Series 2025 Bonds are being issued to finance a portion of the Assessment Area One - 2025 Project. The Series 2025 Bonds will be secured by the Series 2025 Special Assessments which will initially be levied on the approximately [\_\_\_\_] acres which comprise the Assessment Area One – 2025 Project Area. As lots are platted, the Series 2025 Special Assessments will be assigned to the 762 lots planned for the Assessment Area One – 2025 Project Area on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS – Additional Obligations" herein for more information.

LT Westview, LLC, a Delaware limited liability company (the "Master Developer"), has the primary responsibility for the development of the Development. The Master Developer is subject to the terms of the JV Agreement (as defined herein) and its members are Lennar Homes,

LLC, a Florida limited liability company (the "Lennar Member" or "Lennar Homes") and TM Westview Member, LLC, a Delaware limited liability company (the "TM Member" and, together with Lennar Homes, the "Members"). The TM Member's sole member is Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison of Florida"), which is an indirectly wholly-owned affiliate of Taylor Morrison Home Corporation, a Delaware corporation ("Taylor Morrison"). The JV Agreement (as provided herein) grants each of the Members the right to purchase one-half of the developed, platted residential lots within portions of the Development, including the Assessment Area One – 2025 Project Area, at their development cost, subject to the provisions of the JV Agreement. Lennar Homes and Taylor Morrison of Florida are sometimes collectively referred to herein as the "Builders". The Builders each intend to construct and market homes for sale within Assessment Area One. The Master Developer has been and is expected to continue delivering lots within Assessment Area in a series of takedowns to the Builders. See "THE DEVELOPMENT" herein for more information.

The 2025 Assessment Area One Bonds are being issued pursuant to the Act, Resolution Nos. 2023-26 and 2025-[ ] adopted by the Board of Supervisors (the "Board") of the District on December 8, 2022 and [March 12], 2025, respectively (collectively, the "Resolution"), and a Master Trust Indenture dated as of July 1, 2023 (the "Master Indenture"), and, with respect to the 2025 Assessment Area One Bonds, as supplemented by a Third Supplemental Trust Indenture dated as of [ ] 1, 2025 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The 2025 Assessment Area One Bonds are being issued for the purposes of (i) funding the Costs of acquiring and/or constructing a portion of the 2025 Assessment Area One Project, (ii) the funding of the 2025 Assessment Area One Reserve Account, (iii) funding interest on the 2025 Assessment Area One Bonds through at least November 1, 2025, and (iv) the payment of the costs of issuance of the 2025 Assessment Area One Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" hereto.

The 2025 Assessment Area One Bonds are payable from and secured solely by the 2025 Assessment Area One Pledged Revenues. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS" herein for more information regarding the 2025 Assessment Area One Pledged Revenues.

Set forth herein are brief descriptions of the Development, the District, the Assessment Area One – 2025 Project Area, the 2025 Assessment Area One Project, the Master Developer, and the Builders, together with summaries of terms of the 2025 Assessment Area One Bonds, the Indenture, and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and the Act, and all references to the 2025 Assessment Area One Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the proposed form of the Third Supplemental Indenture appear as APPENDIX B attached hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

## **DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS**

### **General Description**

The 2025 Assessment Area One Bonds will be dated, will bear interest at the rates per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) and, subject to the redemption provisions set forth below, will mature on the dates and in the amounts set forth on the inside cover pages of this Limited Offering Memorandum. Interest on the 2025 Assessment Area One Bonds will be payable semi-annually on each May 1 and November 1, commencing May 1, 2025, until maturity or prior redemption. U.S. Bank Trust Company, National Association is the initial Trustee, Paying Agent and Registrar for the 2025 Assessment Area One Bonds.

The 2025 Assessment Area One Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof provided, except as otherwise provided in the Indenture. The 2025 Assessment Area One Bonds will initially be offered only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder; provided, however, the limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the 2025 Assessment Area One Bonds. See "SUITABILITY FOR INVESTMENT" herein.

Upon initial issuance, the 2025 Assessment Area One Bonds shall be issued as one fully registered bond for each maturity of the 2025 Assessment Area One Bonds and deposited with The Depository Trust Company ("DTC") which is responsible for establishing and maintaining records of ownership for its participants. As long as the 2025 Assessment Area One Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes of the applicable Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the 2025 Assessment Area One Bonds ("Beneficial Owners"). Principal and interest on the 2025 Assessment Area One Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC nor its nominee, the Trustee or the District. During the period for which Cede & Co. is registered owner of the 2025 Assessment Area One Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners. In the event DTC, any successor of DTC or the District, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system for the 2025 Assessment Area One Bonds, the Trustee shall deliver

bond certificates in accordance with the instructions from DTC or its successor, and after such time as such 2025 Assessment Area One Bonds may be exchanged for an equal aggregate principal amount of such 2025 Assessment Area One Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee. See "– Book-Entry Only System" herein.

## **Redemption Provisions**

### **Optional Redemption**

The 2025 Assessment Area One Bonds may, at the option of the District, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20\_\_ (less than all of the 2025 Assessment Area One Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of the 2025 Assessment Area One Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Assessment Area One Optional Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of 2025 Assessment Area One Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding 2025 Assessment Area One Bonds is substantially level.

### **Mandatory Sinking Fund Redemption**

The 2025 Assessment Area One Bonds maturing on May 1, 20\_\_ are subject to mandatory sinking fund redemption from the moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u><b>Year</b></u>	<u><b>Mandatory Sinking Fund Redemption Amount</b></u>
	\$

\*

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\*Maturity

The 2025 Assessment Area One Bonds maturing on May 1, 20\_\_ are subject to mandatory sinking fund redemption from the moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

\*

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\*Maturity

The 2025 Assessment Area One Bonds maturing on May 1, 20\_\_ are subject to mandatory sinking fund redemption from the moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

\*

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\*Maturity

Upon any redemption of 2025 Assessment Area One Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of such 2025 Assessment Area One Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of such 2025 Assessment Area One Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all 2025 Assessment Area One Bonds in any year. In the event of a redemption occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

### **Extraordinary Mandatory Redemption**

The 2025 Assessment Area One Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the 2025 Assessment Area One Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

- (i) from 2025 Assessment Area One Prepayment Principal deposited into the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond

Redemption Account (taking into account the credit from the 2025 Assessment Area One Reserve Account pursuant to the Third Supplemental Indenture) following a Prepayment in whole or in part of 2025 Assessment Area One Special Assessments on any assessable property within the Assessment Area One – 2025 Project Area in accordance with the provisions of the Third Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Assessment Area One Funds, Accounts and subaccounts in the Funds and Accounts (other than the Assessment Area One Rebate Fund, the Assessment Area One Costs of Issuance Account and the 2025 Assessment Area One Acquisition and Construction Account) sufficient to pay and redeem all Outstanding 2025 Assessment Area One Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture; and

(iii) from any funds remaining on deposit in the 2025 Assessment Area One Acquisition and Construction Account not otherwise reserved to complete the 2025 Assessment Area One Project (including any amounts transferred from the 2025 Assessment Area One Reserve Account) all of which have been transferred to the Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account.

"Quarterly Redemption Dates" shall mean February 1, May 1, August 1, and November 1 of any year.

### **Notice of Redemption**

When required to redeem 2025 Assessment Area One Bonds under the Indenture or when directed to do so by the District, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed at least thirty (30) but not more than sixty (60) days prior to the redemption date to all Owners of 2025 Assessment Area One Bonds to be redeemed (as such Owners appear on the Bond Register on the fifth (5<sup>th</sup>) day prior to such mailing), at their registered address, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption of the 2025 Assessment Area One Bonds for which notice was duly mailed in accordance with the Indenture. If, at the time of mailing of notice of an optional redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all of the 2025 Assessment Area One Bonds called for redemption, such notice shall expressly state that the redemption is conditional and is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

### **Book-Entry Only System**

The Depository Trust Company ("DTC") will act as securities depository for the 2025 Assessment Area One Bonds. The 2025 Assessment Area One Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2025 Assessment Area One Bond certificate will be issued for each maturity of the 2025 Assessment



Area One Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of 2025 Assessment Area One Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2025 Assessment Area One Bonds on DTC's records. The ownership interest of each actual purchaser of each 2025 Assessment Area One Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2025 Assessment Area One Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2025 Assessment Area One Bonds, except in the event that use of the book-entry system for the 2025 Assessment Area One Bonds is discontinued.

To facilitate subsequent transfers, all 2025 Assessment Area One Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2025 Assessment Area One Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2025 Assessment Area One Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2025 Assessment

Area One Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2025 Assessment Area One Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2025 Assessment Area One Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2025 Assessment Area One Bond documents. For example, Beneficial Owners of 2025 Assessment Area One Bonds may wish to ascertain that the nominee holding the 2025 Assessment Area One Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2025 Assessment Area One Bonds within a series or maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2025 Assessment Area One Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2025 Assessment Area One Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions\*, and dividend payments\* on the 2025 Assessment Area One Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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\* Not applicable to the 2025 Assessment Area One Bonds.

A Beneficial Owner shall give notice to elect to have its 2025 Assessment Area One Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such 2025 Assessment Area One Bonds by causing the Direct Participant to transfer the Participant's interest in the 2025 Assessment Area One Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of 2025 Assessment Area One Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the 2025 Assessment Area One Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered 2025 Assessment Area One Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the 2025 Assessment Area One Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2025 Assessment Area One Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository) pursuant to the procedures of DTC. In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

## **SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS**

### **General**

THE 2025 ASSESSMENT AREA ONE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE 2025 ASSESSMENT AREA ONE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTIES, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, 2025 ASSESSMENT AREA ONE SPECIAL ASSESSMENTS TO SECURE AND PAY THE 2025 ASSESSMENT AREA ONE BONDS. THE 2025 ASSESSMENT AREA ONE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTIES, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The 2025 Assessment Area One Bonds are payable from and secured solely by the 2025 Assessment Area One Pledged Revenues. The "2025 Assessment Area One Pledged Revenues" shall mean (a) all revenues received by the District from the 2025 Assessment Area One Special Assessments (as defined herein) initially levied and collected on the assessable lands within the Assessment Area One – 2025 Project Area (as defined herein) within the District, including,

without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2025 Assessment Area One Special Assessments or from the issuance and sale of tax certificates with respect to such 2025 Assessment Area One Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the 2025 Assessment Area One Bonds; provided, however, that 2025 Assessment Area One Pledged Revenues shall not include (A) any moneys transferred to the Assessment Area One Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Assessment Area One Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS" herein.

The "2025 Assessment Area One Special Assessments" consist of, respectively, the non-ad valorem special assessments imposed and levied by the District against the assessable lands within the Assessment Area One – 2025 Project Area, or any portions thereof, pursuant to Section 190.022 of the Act, and the Assessment Resolutions (as defined in the Indenture) and assessment proceedings conducted by the District (together with the Assessment Resolutions, the "Assessment Proceedings").

Non-ad valorem assessments such as the 2025 Assessment Area One Special Assessments are not based on millage and are not taxes, but are a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The 2025 Assessment Area One Special Assessments will constitute a lien against the respective lands as to which the 2025 Assessment Area One Special Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The 2025 Assessment Area One Special Assessments will be levied in an amount corresponding to the debt service on the 2025 Assessment Area One Bonds on the basis of benefit received by the lands within Assessment Area One as a result of the 2025 Assessment Area One Project. The Assessment Methodology (as hereinafter defined), which describes the methodology for allocating the 2025 Assessment Area One Special Assessments to the assessable lands within Assessment Area One is included as APPENDIX E attached hereto.

In the Master Indenture, the District has covenanted that, if any 2025 Assessment Area One Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such 2025 Assessment Area One Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such 2025 Assessment Area One Special Assessment when it might have done so, the District shall either (i) take all necessary steps to cause a new 2025 Assessment Area One Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement or (ii) in its sole discretion, make up the amount of such 2025 Assessment Area One Special Assessment from any legally available moneys, which shall be deposited into the Revenue Account for the 2025 Assessment Area One Bonds. In case such second 2025 Assessment Area One Special Assessment shall be

annulled, the District shall obtain and make other 2025 Assessment Area One Special Assessments until a valid 2025 Assessment Area One Special Assessment shall be made.

### **Prepayment of 2025 Assessment Area One Special Assessments**

The Assessment Proceedings provide that an owner of property subject to the 2025 Assessment Area One Special Assessments may prepay the entire remaining balance of such 2025 Assessment Area One Special Assessments at any time, or a portion of the remaining balance of such 2025 Assessment Area One Special Assessments up to two times, if there is also paid, in addition to the prepaid principal balance of the 2025 Assessment Area One Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding quarterly redemption date for the 2025 Assessment Area One Bonds or, if prepaid during the forty-five (45) day period preceding a quarterly redemption date, to the interest payment date following such next succeeding quarterly redemption date. Prepayment of 2025 Assessment Area One Special Assessments does not entitle the property owner to any discounts for early payment.

Pursuant to the Act and the Assessment Proceedings, an owner of property subject to the levy of 2025 Assessment Area One Special Assessments may pay the entire balance of the 2025 Assessment Area One Special Assessments remaining due, without interest, within thirty (30) days after the related 2025 Assessment Area One Project has been completed or acquired by the District, and the Board has adopted a resolution accepting such pursuant to Chapter 170.09, Florida Statutes. The Master Developer, as the sole owner of the assessable property within the Assessment Area One – 2025 Project Area, will covenant to waive this right on behalf of themselves and its successors and assigns in connection with the issuance of the 2025 Assessment Area One Bonds. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

The 2025 Assessment Area One Bonds are subject to extraordinary redemption as indicated under "DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" from optional and required prepayments of the related 2025 Assessment Area One Special Assessments by property owners.

### **Additional Obligations**

In the Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by the 2025 Assessment Area One Special Assessments. Such covenant shall not prohibit the District from issuing refunding bonds. In addition, the District will covenant not to issue any other Bonds or debt obligations for capital projects, secured by special assessments on the land within the Assessment Area One – 2025 Project Area within the District which secure the 2025 Assessment Area One Special Assessments, until the 2025 Assessment Area One Special Assessments are Substantially Absorbed. "Substantially Absorbed" means the date at least 75% of the principal portion of the 2025 Assessment Area One Special Assessments have been assigned to residential units within the Assessment Area One – 2025 Project Area within the District that have received certificates of occupancy. The District's covenants described above shall not preclude the imposition of special assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The District shall present the Trustee with a certification that the

2025 Assessment Area One Special Assessments are Substantially Absorbed, and the Trustee may conclusively rely upon such certification and shall have no duty to verify if the 2025 Assessment Area One Special Assessments are Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the District may issue other Bonds or debt obligations secured by other Special Assessments levied on the same lands as the 2025 Assessment Area One Special Assessments, at any time upon the written consent of Majority Holders.

### **Other Taxes and Assessments**

The District (subject to the limitations described under the preceding heading of "Additional Obligations") and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the 2025 Assessment Area One Special Assessments without the consent of the Owners of the 2025 Assessment Area One Bonds. The District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the 2025 Assessment Area One Special Assessments, on the same lands upon which the 2025 Assessment Area One Special Assessments are imposed to fund the maintenance and operation of the District. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein for more information.

### **Covenant Against Sale or Encumbrance**

In the Master Indenture, the District has covenanted that (a) except for those improvements comprising the Projects (as defined in the Master Indenture) that are to be conveyed by the District, to a County, the State Department of Transportation or another governmental entity, as to which no assessments of the District will be imposed and (b) except as otherwise permitted in the Master Indenture, it will not sell, lease or otherwise dispose of or encumber any Projects or any part thereof. See "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" herein.

### **Acquisition and Construction Accounts**

The Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "2025 Assessment Area One Acquisition and Construction Account." Net proceeds of the 2025 Assessment Area One Bonds shall be deposited into the 2025 Assessment Area One Acquisition and Construction Account, together with any moneys transferred to the 2025 Assessment Area One Acquisition and Construction Account pursuant to the provisions of the Third Supplemental Indenture, and such moneys in the 2025 Assessment Area One Acquisition and Construction Account shall be applied by the District as set forth in the Indenture and the Acquisition Agreement. Any moneys remaining in the 2025 Assessment Area One Acquisition and Construction Account after the Completion Date and after the expenditure of all moneys remaining therein that have not been requisitioned after satisfaction of the Release Conditions #1 and Release Conditions #2, except for any moneys reserved therein for the payment of any costs of the 2025 Assessment Area One Project owed but not yet requisitioned, as evidenced in a certificate from the District Manager to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the District accepting the 2025 Assessment Area One Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the

Trustee may conclusively rely, shall be transferred by the Trustee to the Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account. Subject to the provisions of the Indenture, the 2025 Assessment Area One Acquisition and Construction Account shall be closed upon the expenditure of all funds therein including moneys deposited therein as a result of satisfaction of the Release Conditions #1 and Release Conditions #2. Upon presentment by the District Manager or the District to the Trustee of a properly signed requisition in substantially the form attached as an exhibit to the Indenture, the Trustee shall withdraw moneys from the 2025 Assessment Area One Acquisition and Construction Account and pay such moneys to the Person or Persons such requisition so directs.

### **Reserve Account**

The Indenture establishes an "2025 Assessment Area One Reserve Account" within the Debt Service Reserve Fund solely for the benefit of the 2025 Assessment Area One Bonds. Proceeds of the 2025 Assessment Area One Bonds shall be deposited into the 2025 Assessment Area One Reserve Account in the amount set forth in the Indenture, and such moneys, together with any other moneys deposited into the 2025 Assessment Area One Reserve Account shall be applied for the purposes provided in the Indenture.

"2025 Assessment Area One Reserve Requirement" or "Reserve Requirement" shall mean, with respect to the 2025 Assessment Area One Bonds, an amount initially equal to the maximum annual debt service with respect to the initial principal amount of the 2025 Assessment Area One Bonds determined on the date of issue. Upon satisfaction of the Release Conditions #1, the Reserve Requirement shall be reduced to an amount equal to fifty percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the 2025 Assessment Area One Bonds. Upon satisfaction of the Release Conditions #2, the Reserve Requirement shall be reduced to an amount equal to ten percent (10%) of the maximum annual debt service with respect to the then Outstanding principal amount of the 2025 Assessment Area One Bonds. If a portion of the 2025 Assessment Area One Bonds are redeemed pursuant to the Indenture, the Reserve Requirement shall be reduced as set forth in the Indenture. Any amount in the 2025 Assessment Area One Reserve Account may, upon final maturity or redemption of all Outstanding 2025 Assessment Area One Bonds be used to pay principal of and interest on the 2025 Assessment Area One Bonds at that time. The initial Reserve Requirement for the 2025 Assessment Area One Bonds shall be equal to \$\_\_\_\_\_.

"Release Conditions #1" shall mean collectively (i) all of the principal portion of the 2025 Assessment Area One Special Assessments have been assigned to lots in the Assessment Area One – 2025 Project Area which have been developed, platted and conveyed to homebuilders, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Master Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Release Conditions #2" shall mean collectively (i) satisfaction of Release Conditions #1, (ii) all homes subject to the 2025 Assessment Area One Special Assessments have received a certificate of occupancy, (iii) all of the principal portion of the 2025 Assessment Area One Special Assessments has been assigned to such homes, and (iv) there shall be no Events of Default under

the Master Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Release Conditions" shall mean collectively Release Conditions #1 and Release Conditions #2.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2025 Assessment Area One Reserve Account and transfer any excess therein above the 2025 Assessment Area One Reserve Requirement for the 2025 Assessment Area One Bonds caused by investment earnings to the 2025 Assessment Area One Acquisition and Construction Account before the Completion Date and after the Completion Date to the 2025 Assessment Area One Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the 2025 Assessment Area One Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the 2025 Assessment Area One Bonds to the Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account, if as a result of the application of Article X of the Indenture, the proceeds received from lands sold subject to the 2025 Assessment Area One Special Assessments and applied to redeem a portion of the 2025 Assessment Area One Bonds is less than the principal amount of 2025 Assessment Area One Bonds indebtedness attributable to such lands.

Subject to the provisions of the Indenture, on any date the District or the District Manager, on behalf of the District, receives notice that a landowner wishes to prepay its 2025 Assessment Area One Special Assessments relating to the benefited property of such landowner within the Assessment Area One – 2025 Project Area within the District or as a result of a mandatory true-up payment, the District shall cause the District Manager on behalf of the District to calculate the principal amount of such Prepayment taking into account a credit against the amount of the 2025 Assessment Area One Prepayment Principal due by the amount of money in the 2025 Assessment Area One Reserve Account that will be in excess of the applicable 2025 Assessment Area One Reserve Requirement, taking into account the proposed Prepayment. Such excess in the 2025 Assessment Area One Reserve Account shall be transferred by the Trustee to the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account as a result of such Prepayment. The District Manager, on behalf of the District, shall make such calculation within ten (10) Business Days after notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the 2025 Assessment Area One Reserve Account to the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account to be used for the extraordinary mandatory redemption of the 2025 Assessment Area One Bonds in accordance with the Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing, and as further described in the next succeeding paragraph, upon satisfaction of the Release Conditions, the Trustee shall deposit such excess on deposit in the 2025 Assessment Area One Reserve Account to the 2025 Assessment Area One Acquisition and Construction Account and pay such amount deposited in the 2025 Assessment Area One Acquisition and Construction Account to the Person or Persons designated in a requisition in the form attached to the Indenture submitted by the Master Developer within thirty (30) days of such



transfer which requisition shall be executed by the District and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided that there are Costs of the 2025 Assessment Area One Project that were not paid from moneys initially deposited in the 2025 Assessment Area One Acquisition and Construction Account and the Trustee has on file one or more properly executed unfunded requisitions. In the event there are multiple unfunded requisitions on file with the Trustee, the Trustee shall fund such requisitions in the order the Trustee has received them (from oldest to newest). In the event that there are no unfunded requisitions on file with the Trustee, such excess moneys transferred from the 2025 Assessment Area One Reserve Account to the 2025 Assessment Area One Acquisition and Construction Account shall be deposited into the Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account.

Upon satisfaction of Release Conditions #1 or Release Conditions #2, as evidenced by a written certificate of the District Manager delivered to the District and the Trustee stating that Release Conditions #1 or Release Conditions #2 have been satisfied and setting forth the amount of the new 2025 Assessment Area One Reserve Requirement, to either fifty percent (50%) of the maximum annual debt service of the then Outstanding principal amount of the 2025 Assessment Area One Bonds as calculated by the District Manager upon satisfaction of Release Conditions #1, or ten percent (10%) of the maximum annual debt service of the then Outstanding principal amount of the 2025 Assessment Area One Bonds as calculated by the District Manager upon satisfaction of Release Conditions #2. The excess amount in the 2025 Assessment Area One Reserve Account as a result of satisfaction of Release Conditions #1 or Release Conditions #2 shall be transferred by the Trustee to the 2025 Assessment Area One Acquisition and Construction Account. The Trustee may conclusively rely on such written certificate of the District Manager.

In addition, in the event of an extraordinary mandatory redemption resulting from any funds remaining on deposit in the 2025 Assessment Area One Acquisition and Construction Account that are not otherwise reserved to complete the 2025 Assessment Area One Project, the District Manager on behalf of the District shall calculate the applicable 2025 Assessment Area One Reserve Requirement and communicate the same to the Trustee, and the Trustee shall apply any excess in the 2025 Assessment Area One Reserve Account toward such extraordinary mandatory redemption.

### **Deposit and Application of the Pledged Revenues**

The Indenture establishes a "2025 Assessment Area One Revenue Account" within the Revenue Fund. 2025 Assessment Area One Special Assessments (except for Prepayments of 2025 Assessment Area One Special Assessments, which shall be identified as such by the District to the Trustee and deposited in the 2025 Assessment Area One Prepayment Subaccount) shall be deposited by the Trustee into the 2025 Assessment Area One Revenue Account. Pursuant to the Indenture, the Trustee shall transfer from amounts on deposit in the 2025 Assessment Area One Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2025, to the Assessment Area One Interest Account of the Debt Service Fund, an amount equal to the interest on the 2025 Assessment Area One Bonds becoming due on the

next succeeding May 1, less any amounts on deposit in the Assessment Area One Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2025, to the Assessment Area One Interest Account of the Debt Service Fund, an amount equal to the interest on the 2025 Assessment Area One Bonds becoming due on the next succeeding November 1, less any amount on deposit in the Assessment Area One Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 2026, to the 2025 Assessment Area One Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of 2025 Assessment Area One Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the 2025 Assessment Area One Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding each May 1, which is a principal payment date for any 2025 Assessment Area One Bonds, to the Assessment Area One Principal Account of the Debt Service Fund, an amount equal to the principal amount of 2025 Assessment Area One Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Assessment Area One Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the 2025 Assessment Area One Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the 2025 Assessment Area One Revenue Account to the Assessment Area One Interest Account, the amount necessary to pay interest on the 2025 Assessment Area One Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while 2025 Assessment Area One Bonds remain Outstanding, to the 2025 Assessment Area One Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the applicable 2025 Assessment Area One Reserve Requirement for the 2025 Assessment Area One Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be deposited into the Assessment Area One Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the 2025 Assessment Area One Bonds and next, any balance in the 2025 Assessment Area One Revenue Account shall remain on deposit in such 2025 Assessment Area One Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Assessment Area One Rebate Fund, in which case, the District shall direct the Trustee to make such deposit thereto.

## **Investments**

The Trustee shall, as directed by the District in writing, invest moneys held in any Accounts within the Debt Service Fund, any Account within the Debt Service Reserve Fund and any and any Account within the Bond Redemption Fund only in Government Obligations and certain specified types of Investment Securities (as defined in the Master Indenture). All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be

subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth in the Master Indenture. All securities securing investments under the Indenture shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the Indenture, any interest and other income so received shall be deposited in the applicable Account of the Revenue Fund. Upon request of the District, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the respective Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided in the Master Indenture. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Account of the Revenue Fund. The Trustee shall not be liable or responsible for any loss or failure to achieve the highest return, or entitled to any gain, resulting from any investment or sale upon the investment instructions of the District or otherwise. See "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto.

### **Master Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner**

For purposes the following, (a) 2025 Assessment Area One Bonds secured by and payable from Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (b) the Special Assessments levied against any Insolvent Taxpayer's property and pledged under a Supplemental Indenture as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments." The Master Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (herein, an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District, to the extent permitted by applicable law, shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The District will agree in the Master Indenture that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

In the Master Indenture, the District will acknowledge and agree that, although the Affected Bonds were issued by the District, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District will agree in the Master Indenture that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the District will agree in the Master Indenture that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) to the extent permitted by applicable law, the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal of the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree in the Master Indenture that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim. See "BONDOWNERS' RISKS – Bankruptcy and Related Risks" herein.

### **Events of Default and Remedies**

The Master Indenture provides that each of the following shall be an "Event of Default" under the Indenture, with respect to the 2025 Assessment Area One Bonds:

(a) if payment of any installment of interest on any 2025 Assessment Area One Bonds is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any 2025 Assessment Area One Bonds is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act which failure or incapacity may be reasonably determined solely by the Majority Holders of the 2025 Assessment Area One Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the related Indenture or in any 2025 Assessment Area One Bonds and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holder of the Outstanding 2025 Assessment Area One Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the related Reserve Account is less than the applicable Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the 2025 Assessment Area One Bonds and such amount has not been restored within thirty (30) days of such withdrawal; or

(g) more than twenty percent (20%) of the "maintenance special assessments" levied by the District on District Lands upon which the related 2025 Assessment Area One Special Assessments are levied to secure such 2025 Assessment Area One Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, within ninety (90) days of when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the District before recognizing that an Event of Default under (e) above has occurred.

No 2025 Assessment Area One Bonds shall be subject to acceleration. Upon occurrence and continuance of an Event of Default, no optional redemption or extraordinary mandatory redemption of the 2025 Assessment Area One Bonds pursuant to the Indenture shall occur unless all of the Bonds of such 2025 Assessment Area One Bonds where an Event of Default has occurred will be redeemed or if 100% of the Holders of the Outstanding 2025 Assessment Area One Bonds agree to such redemption.

If any Event of Default with respect to the 2025 Assessment Area One Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holders of the Outstanding 2025 Assessment Area One Bonds of such Series and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the 2025 Assessment Area One Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Bondholders of the 2025 Assessment Area One Bonds and to perform its or their duties under the Act;

(b) bring suit upon the 2025 Assessment Area One Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the 2025 Assessment Area One Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the 2025 Assessment Area One Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing the 2025 Assessment Area One Bonds.

If any proceeding taken by the Trustee on account of any Event of Default with respect to the 2025 Assessment Area One Bonds is discontinued or is determined adversely to the Trustee, then the District, the Trustee, the Paying Agent and the Bondholders of such 2025 Assessment Area One Bonds shall be restored to their former positions and rights under the Indenture as though no such proceeding had been taken.

Subject to the provisions of the Indenture, the Majority Holders of the Outstanding 2025 Assessment Area One Bonds then subject to remedial proceedings under the Master Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with applicable law or the applicable provisions of the Indenture.

## **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### **General**

The primary sources of payment for the 2025 Assessment Area One Bonds are the 2025 Assessment Area One Special Assessments imposed on lands in the District specially benefited by the 2025 Assessment Area One Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX E: ASSESSMENT METHODOLOGY" attached hereto.

The determination, order, levy, and collection of 2025 Assessment Area One Special Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the District, the Osceola County Tax Collector, the Polk County Tax Collector (together with the Osceola County Tax Collector, the "Tax Collector"), the Osceola County Property Appraiser, or the Polk County Property Appraiser (together with the Osceola

County Property Appraiser, the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, 2025 Assessment Area One Special Assessments during any year. Such delays in the collection of 2025 Assessment Area One Special Assessments, or complete inability to collect the 2025 Assessment Area One Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the the 2025 Assessment Area One Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the 2025 Assessment Area One Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the 2025 Assessment Area One Bonds. The Act provides for various methods of collection of delinquent 2025 Assessment Area One Special Assessments by reference to other provisions of the Florida Statutes. The following is a description of certain statutory provisions of assessment payment and collection procedures appearing in the Florida Statutes but is qualified in its entirety by reference to such statutes.

### **Uniform Method Procedure**

Initially, the Master Developer and any subsequent landowners will directly pay the 2025 Assessment Area One Special Assessments to the District with respect to any assessable lands within the Assessment Area One – 2025 Project Area which have not yet been platted, unless otherwise directed by the Trustee acting at the direction of the Majority Holder of the 2025 Assessment Area One Bonds, or the timing for using the Uniform Method will not allow for using such method. As lands within Assessment Area One are platted, the related 2025 Assessment Area One Special Assessments will be collected pursuant to the Uniform Method (as hereinafter defined). At such time as 2025 Assessment Area One Special Assessments are collected pursuant to the Uniform Method, the provisions under this heading shall become applicable. The Florida Statutes provide that, subject to certain conditions, non-ad valorem special assessments may be collected by using the uniform method (the "Uniform Method") of collection. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the applicable Tax Collector and Property Appraiser providing for the 2025 Assessment Area One Special Assessments to be levied and then collected in this manner. The District's election to use a certain collection method with respect to the 2025 Assessment Area One Special Assessments does not preclude it from electing to use another collection method in the future. See "–Foreclosure" below with respect to collection of delinquent assessments not collected pursuant to the Uniform Method.

If the Uniform Method of collection is utilized, the 2025 Assessment Area One Special Assessments will be collected together with City, the applicable County, special district, and other ad valorem taxes and non-ad valorem assessments, all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of ad valorem taxes and non-ad valorem assessments provide that such taxes and assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments (including the 2025 Assessment Area One Special Assessments being collected by the Uniform Method) are to be billed, and landowners in the District are required to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill,

such as the increment owing for the 2025 Assessment Area One Special Assessments. Upon any receipt of moneys by the applicable Tax Collector from the 2025 Assessment Area One Special Assessments, such moneys will be delivered to the District, which will remit such 2025 Assessment Area One Special Assessments to the Trustee for deposit to the applicable Revenue Account within the Revenue Fund for the 2025 Assessment Area One Bonds, except that any Prepayments of 2025 Assessment Area One Special Assessments shall be deposited to the Prepayment Subaccount within the Bond Redemption Account of the Bond Redemption Fund for the 2025 Assessment Area One Bonds created under the applicable Indenture and applied in accordance therewith.

All of the applicable County, school and special district, including the District, ad valorem taxes, non-ad valorem special assessments, including the 2025 Assessment Area One Special Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, are payable at one time, except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. In such cases, the Tax Collector does not accept such partial payment and the partial payment is returned to the taxpayer. Therefore, in the event the 2025 Assessment Area One Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the 2025 Assessment Area One Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the 2025 Assessment Area One Bonds.

Under the Uniform Method, if the 2025 Assessment Area One Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment. The Tax Collector is required to collect the ad valorem taxes and non-ad valorem special assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such taxes and assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process.

Neither the District nor the Underwriter can give any assurance to the holders of the 2025 Assessment Area One Bonds (1) that the past experience of the applicable Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the applicable 2025 Assessment Area One Special Assessments, (2) that future landowners and taxpayers in the District will pay such 2025 Assessment Area One Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the 2025 Assessment Area One Special Assessments and all other liens that are coequal therewith.



Collection of delinquent 2025 Assessment Area One Special Assessments under the Uniform Method is, in essence, based upon the sale by the applicable Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the 2025 Assessment Area One Special Assessments due. In the event of a delinquency in the payment of taxes and assessments on real property, the landowner may, prior to the sale of tax certificates, pay the total amount of delinquent ad valorem taxes and non-ad valorem assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent taxes and assessments. If the landowner does not act, the applicable Tax Collector is required to attempt to sell tax certificates on such property to the person who pays the delinquent taxes and assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%). Tax certificates are sold by public bid. If there are no bidders, the tax certificate is issued to the applicable County. The applicable County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest (currently 18%). The Tax Collector of the applicable County does not collect any money if tax certificates are "struck off" (issued) to the applicable County. The applicable County may sell such certificates to the public at any time at the principal amount thereof plus interest at the rate of not more than 18% per annum and a fee. Proceeds from the sale of tax certificates are required to be used to pay taxes and assessments (including the 2025 Assessment Area One Special Assessments), interest, costs and charges on the real property described in the certificate. The demand for such certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the Assessment Area One – 2025 Project Area, the District may affect the demand for certificates and the successful collection of the 2025 Assessment Area One Special Assessments, which are the primary source of payment of the 2025 Assessment Area One Bonds. Legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates.

Unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees, any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued, and at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the applicable County is effected by purchase of such certificates from the applicable County, as described in the preceding paragraph.

For any holder other than the County, a tax certificate expires seven (7) years after the date of issuance if a tax deed has not been applied for and no other administrative or legal proceeding, including a bankruptcy, has existed of record. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject

land. The applicant is required to pay to the applicable Tax Collector at the time of application all amounts required to redeem or purchase all outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due. If the applicable County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the applicable County must apply for a tax deed two years after April 1 of the year of issuance of the certificate. The applicable County pays costs and fees to the applicable Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court with respect to each County, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens, certain easements, and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the applicable County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the applicable County in which they are located and all tax certificates, accrued taxes, and liens of any nature against the property are canceled and a deed is executed vesting title in the governing board of such County.

## **Foreclosure**

The following discussion regarding foreclosure is not applicable if the 2025 Assessment Area One Special Assessments are being collected pursuant to the Uniform Method. In the event that the District itself directly levies and enforces, pursuant to Chapters 170 and 190, Florida

Statutes, the collection of the 2025 Assessment Area One Special Assessments levied on the land within the District, Chapter 170.10, Florida Statutes provides that upon the failure of any property owner to pay all or any part of the principal of a special assessment, including a 2025 Assessment Area One Special Assessment, or the interest thereon, when due, the governing body of the entity levying the assessment is authorized to commence legal proceedings for the enforcement of the payment thereof, including commencement of an action in chancery, commencement of a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or commencement of an action under Chapter 173, Florida Statutes relating to foreclosure of municipal tax and special assessment liens. Such a proceeding is in rem, meaning that it is brought against the land not against the owner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay 2025 Assessment Area One Special Assessments and the ability to foreclose the lien of such 2025 Assessment Area One Special Assessments upon the failure to pay such 2025 Assessment Area One Special Assessments may not be readily available or may be limited as such enforcement is dependent upon judicial action which is often subject to discretion and delay.

### **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other headings of this Limited Offering Memorandum. Certain additional risks are associated with the 2025 Assessment Area One Bonds offered hereby and are set forth below. Prospective investors in the 2025 Assessment Area One Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the 2025 Assessment Area One Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This heading does not purport to summarize all risks that may be associated with purchasing or owning the 2025 Assessment Area One Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the 2025 Assessment Area One Bonds.

#### **Concentration of Land Ownership**

As of the date hereof, the Master Developer owns all of the assessable lands within the Assessment Area One – 2025 Project Area, which are the lands that will be subject to the 2025 Assessment Area One Special Assessments securing the 2025 Assessment Area One Bonds. Payment of the 2025 Assessment Area One Special Assessments is primarily dependent upon their timely payment by the Master Developer and the other future landowners in the Assessment Area One – 2025 Project Area. Non-payment of the 2025 Assessment Area One Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the 2025 Assessment Area One Bonds. See "THE MASTER DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS" herein.

## **Bankruptcy and Related Risks**

In the event of the institution of bankruptcy or similar proceedings with respect to the Master Developer or any other owner of benefited property, delays could occur in the payment of debt service on the 2025 Assessment Area One Bonds, as such bankruptcy could negatively impact the ability of: (i) the Master Developer and any other landowner to pay the 2025 Assessment Area One Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the 2025 Assessment Area One Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the 2025 Assessment Area One Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the 2025 Assessment Area One Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the 2025 Assessment Area One Bonds, including, without limitation, enforcement of the obligation to pay 2025 Assessment Area One Special Assessments and the ability of the District to foreclose the lien of the 2025 Assessment Area One Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2025 Assessment Area One Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the 2025 Assessment Area One Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Master Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an Insolvent Taxpayer (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner" herein. The District cannot express any view whether such delegation would be enforceable.

## **2025 Assessment Area One Special Assessments Are Non-Recourse**

The principal security for the payment of the principal and interest on the 2025 Assessment Area One Bonds is the timely collection of the 2025 Assessment Area One Special Assessments. The 2025 Assessment Area One Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Master Developer or subsequent landowners will be able to pay the 2025

Assessment Area One Special Assessments or that they will pay such 2025 Assessment Area One Special Assessments even though financially able to do so. Neither the Master Developer nor any other subsequent landowners have any personal obligation to pay the 2025 Assessment Area One Special Assessments. Neither the Master Developer nor any subsequent landowners are guarantors of payment of any 2025 Assessment Area One Special Assessments, and the recourse for the failure of the Master Developer or any subsequent landowner to pay the 2025 Assessment Area One Special Assessments is limited to the collection proceedings against the land subject to such unpaid 2025 Assessment Area One Special Assessments, as described herein. Therefore the likelihood of collection of the 2025 Assessment Area One Special Assessments may ultimately depend on the market value of the land subject to the 2025 Assessment Area One Special Assessments. While the ability of the Master Developer or subsequent landowners to pay the 2025 Assessment Area One Special Assessments is a relevant factor, the willingness of the Master Developer or subsequent landowners to pay the 2025 Assessment Area One Special Assessments, which may also be affected by the value of the land subject to the 2025 Assessment Area One Special Assessments, is also an important factor in the collection of 2025 Assessment Area One Special Assessments. The failure of the Master Developer or subsequent landowners to pay the 2025 Assessment Area One Special Assessments could render the District unable to collect delinquent 2025 Assessment Area One Special Assessments and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the 2025 Assessment Area One Bonds.

### **Regulatory and Environmental Risks**

The development of the District Lands is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Development Approvals" herein for more information.

The value of the land within the District, the success of the Development, the development of the Assessment Area One – 2025 Project Area and the likelihood of timely payment of principal and interest on the 2025 Assessment Area One Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the 2025 Assessment Area One Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Such information is being provided solely for informational purposes, and nothing herein or in such assessments grants any legal rights or remedies in favor of the 2025 Assessment Area One Bondholders in the event any recognized environmental conditions are later found to be present on District Lands. Nevertheless, it is possible that hazardous environmental conditions could exist

within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in the Assessment Area One – 2025 Project Area.

The value of the lands subject to the 2025 Assessment Area One Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the 2025 Assessment Area One Bonds. The 2025 Assessment Area One Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

### **Economic Conditions and Changes in Development Plans**

The successful development of the Assessment Area One – 2025 Project Area and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Master Developer. Moreover, the Master Developer has the right to modify or change plans for development of the Development from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

### **Other Taxes and Assessments**

The willingness and/or ability of an owner of benefited land to pay the 2025 Assessment Area One Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the 2025 Assessment Area One Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the 2025 Assessment Area One Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the 2025

Assessment Area One Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such 2025 Assessment Area One Special Assessment, even though the landowner is not contesting the amount of the 2025 Assessment Area One Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

### **Limited Secondary Market for 2025 Assessment Area One Bonds**

The 2025 Assessment Area One Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the 2025 Assessment Area One Bonds in the event an Owner thereof determines to solicit purchasers for the 2025 Assessment Area One Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the 2025 Assessment Area One Bonds may be sold. Such price may be lower than that paid by the current Owners of the 2025 Assessment Area One Bonds, depending on the progress of development of the Development and the lands within the Assessment Area One – 2025 Project Area, as applicable, existing real estate and financial market conditions and other factors.

### **Inadequacy of Reserve Account**

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the 2025 Assessment Area One Special Assessments, may not adversely affect the timely payment of debt service on the 2025 Assessment Area One Bonds because of the moneys on deposit in the 2025 Assessment Area One Reserve Account. The ability of the 2025 Assessment Area One Reserve Account to fund deficiencies caused by delinquencies in the payment of the 2025 Assessment Area One Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the 2025 Assessment Area One Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in the 2025 Assessment Area One Reserve Account to make up deficiencies. If the District has difficulty in collecting the 2025 Assessment Area One Special Assessments, the moneys on deposit in the 2025 Assessment Area One Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the 2025 Assessment Area One Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the 2025 Assessment Area One Reserve Account and such other Funds, Accounts and subaccounts created under the Master Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the 2025 Assessment Area One Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the 2025 Assessment Area One Special Assessments in order to provide for the replenishment of the 2025 Assessment Area One Reserve Account. See "SECURITY FOR

AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS – Reserve Account" herein for more information about the 2025 Assessment Area One Reserve Account.

### **Legal Delays**

If the District should commence a foreclosure action against a landowner for nonpayment of 2025 Assessment Area One Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the 2025 Assessment Area One Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code (as defined herein), there are limitations on the amounts of proceeds from the 2025 Assessment Area One Bonds that can be used for such purpose.

### **IRS Examination and Audit Risk**

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the



case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations required that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the Master Developer and none were elected by qualified electors. The Master Developer will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act. Such certification by the Master Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the 2025 Assessment Area One Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law.

Owners of the 2025 Assessment Area One Bonds are advised that, if the IRS does audit the 2025 Assessment Area One Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the 2025 Assessment Area One Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the 2025 Assessment Area One Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on

the 2025 Assessment Area One Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the 2025 Assessment Area One Bonds would adversely affect the availability of any secondary market for the 2025 Assessment Area One Bonds. Should interest on the 2025 Assessment Area One Bonds become includable in gross income for federal income tax purposes, not only will Owners of 2025 Assessment Area One Bonds be required to pay income taxes on the interest received on such 2025 Assessment Area One Bonds and related penalties, but because the interest rate on such 2025 Assessment Area One Bonds will not be adequate to compensate Owners of the 2025 Assessment Area One Bonds for the income taxes due on such interest, the value of the 2025 Assessment Area One Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE 2025 ASSESSMENT AREA ONE BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE 2025 ASSESSMENT AREA ONE BONDS. PROSPECTIVE PURCHASERS OF THE 2025 ASSESSMENT AREA ONE BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE 2025 ASSESSMENT AREA ONE BONDS IN THE EVENT THAT THE INTEREST ON THE 2025 ASSESSMENT AREA ONE BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

### **Loss of Exemption from Securities Registration**

The 2025 Assessment Area One Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for securities issued by political subdivisions. It is possible that federal or state regulatory authorities could in the future determine that the District is not a political subdivision for purposes of federal and state securities laws, including without limitation as the result of a determination by the IRS, judicial or otherwise, of the District's status for purposes of the Code. In such event, the District and purchasers of 2025 Assessment Area One Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the 2025 Assessment Area One Bonds would need to ensure that subsequent transfers of the 2025 Assessment Area One Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

### **Federal Tax Reform**

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the 2025 Assessment Area One Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will

ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the 2025 Assessment Area One Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the 2025 Assessment Area One Bonds. Prospective purchasers of the 2025 Assessment Area One Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS" herein.

### **State Tax Reform**

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renewed requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the 2025 Assessment Area One Bonds. It should be noted that Section 190.016(14) of the Act provides in pertinent part that "[t]he state pledges to the holders of any bonds issued under this act that it will not limit or alter the rights of the district to ... levy and collect the ... assessments ... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not in any way impair the rights or remedies of such holders."

### **Insufficient Resources or Other Factors Causing Failure to Complete Development**

The cost to finish the 2025 Assessment Area One Project will exceed the net proceeds from the 2025 Assessment Area One Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the 2025 Assessment Area One Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the 2025 Assessment Area One Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS – Additional Obligations" for more information.

Although the Master Developer will agree to fund or cause to be funded the completion of the 2025 Assessment Area One Project regardless of the insufficiency of proceeds from the 2025 Assessment Area One Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Master Developer will have sufficient resources to do so. Such obligation of the Master Developer is an unsecured obligation, and the Master Developer is a special-purpose entity whose assets consist primarily of its landowner interests in the Master Development. See "THE MASTER DEVELOPER" herein for more information.

There are no assurances that the 2025 Assessment Area One Project and any other remaining development work associated with the Assessment Area One – 2025 Project Area will be completed. Further, even if development of the Assessment Area One – 2025 Project Area is completed, there are no assurances that all of the planned homes will be constructed and sold within the Assessment Area One – 2025 Project Area. See "THE MASTER DEVELOPER" herein for more information.

### **Pandemics and Other Public Health Emergencies**

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Master Developer, the timely and successful completion of the Development, the purchase of lots therein by the Builders and the construction and sale to purchasers of residential units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays, or increased costs. See also "Economic Conditions and Changes in Development Plans" and "Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

### **Cybersecurity**

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the 2025 Assessment Area One Bonds.

### **Prepayment and Redemption Risk**

In addition to being subject to optional and mandatory sinking fund redemptions, the 2025 Assessment Area One Bonds are subject to extraordinary mandatory redemption, including, without limitation, as a result of prepayments of the 2025 Assessment Area One Special Assessments by the Master Developer or subsequent owners of the property within the Assessment Area One – 2025 Project Area. Any such redemptions of the 2025 Assessment Area One Bonds would be at the principal amount of such 2025 Assessment Area One Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the 2025 Assessment Area One Bonds may not realize their anticipated rate of return on the 2025 Assessment Area One Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the 2025 Assessment Area One Bonds. See "DESCRIPTION OF THE 2025 ASSESSMENT AREA ONE BONDS – Redemption Provisions," "– Purchase of 2025 Assessment Area One Bonds" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2025 ASSESSMENT AREA ONE BONDS – Prepayment of 2025 Assessment Area One Special Assessments" herein for more information.

### **Payment of 2025 Assessment Area One Special Assessments after Bank Foreclosure**

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within the Assessment Area One – 2025 Project Area of the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the 2025 Assessment Area One Special Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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## ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of proceeds of the 2025 Assessment Area One Bonds:

	2025 Assessment Area One Bonds
Sources of Funds:	
Principal Amount	\$ _____
[Plus/Less Original Issue Premium/Discount]	_____
Total Sources	<u>\$ _____</u>
Use of Funds:	
Deposit to 2025 Assessment Area One Acquisition and Construction Account	\$ _____
Deposit to Assessment Area One Interest Account <sup>(1)</sup>	_____
Deposit to 2025 Assessment Area One Reserve Account	_____
Costs of Issuance <sup>(2)</sup>	_____
Total Uses	<u>\$ _____</u>

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(1) Includes capitalized interest through November 1, 2025.

(2) Costs of issuance include, without limitation, underwriter's discount, legal fees and other costs associated with the issuance of the 2025 Assessment Area One Bonds.

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**DEBT SERVICE REQUIREMENTS**

The following table sets forth the scheduled debt service on the 2025 Assessment Area One Bonds:

<b>Period Ending November 1</b>	<b>2025 Assessment Area One Bonds</b>		<b>Total Debt Service</b>
	<b>Principal</b>	<b>Interest</b>	

**Totals**

\* The final maturity of the 2025 Assessment Area One Bonds is [May 1, 20\_\_].

[Remainder of page intentionally left blank]

## **THE DISTRICT**

### **General**

The District is an independent local unit of special-purpose government of the State created in accordance with the Act by the Rule (described below). The District encompasses approximately 1,015.431 gross acres of land, located within Osceola County and Polk County. The District is located northwest of the intersection of Poinciana Parkway and Cypress Parkway. The District was established under Rules 42SSS-1.001, .002 and .003, Florida Administrative Code, enacted by the Florida Land and Water Adjudicatory Commission (collectively, the "Rule"), effective on October 24, 2022. The District Lands are being developed as a residential community known as Westview South (the "Development"). For more information, see "THE DEVELOPMENT" herein.

### **Governance**

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Rule. Within ninety (90) days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

The landowners in the District elect two Supervisors to four-year terms and three Supervisors to two-year terms at bi-annual elections. After the first election of the Board, the next election by landowners will be the first Tuesday in the applicable November. Thereafter, the elections will take place every two years on a date in November established by the Board. Upon six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.



The Act provides that it shall not be a conflict of interest under Chapter 112, Florida Statutes, which includes the "Code of Ethics for Public Officers and Employees," for a Supervisor to be a stockholder, officer or employee of an owner of the land, or an entity affiliated with an owner of land, within the District.

The current members of the Board and the date of expiration of the term of each member are set forth below: [District manager to update.]

<u><b>Name</b></u>	<u><b>Title</b></u>	<u><b>Term Expires</b></u>
[Josh Kalin*	Chair	November 2024
Patrick Rob Bonin**	Vice Chair	November 2026
Heather Isaacs*	Assistant Secretary	November 2026
Logan Lantrip**	Assistant Secretary	November 2024
Nora Schuster*	Assistant Secretary	November 2024]

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\* Affiliated with Taylor Morrison

\*\* Affiliated with Lennar Homes

A majority of the Supervisors constitutes a quorum for the purposes of conducting the business of the District and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of the majority of the Supervisors present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under the State's "sunshine" or open meetings law.

### **Legal Powers and Authority**

As a special district, the District has only those powers specifically delegated to it by the Act and the Rule, or necessarily implied from powers specifically delegated to it. The Act provides that the District has the power to issue general obligation, revenue and special assessment bonds in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that the District has the power to levy and assess taxes on all taxable real and tangible personal property, and to levy Special Assessments on specially benefited lands, within its boundaries to pay the principal of and interest on bonds issued and to provide for any sinking or other funds established in connection with any such bond issues. The Act also authorizes the District to impose assessments to maintain assets of the District and to pay operating expenses of the District. The District may also impose user fees, rates and charges and may enter into agreements with property owner associations within and without the boundaries of the District in order to defray its administrative, maintenance and operating expenses.

Among other provisions, the Act gives the District the right (i) to hold, control, and acquire by donation, purchase, condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by the Act and to make use of such easements, dedications, or reservations for any of the purposes authorized by the Act, (ii) to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for various basic infrastructures, including District roads equal to or exceeding the specifications of the County in which such district roads are located, facilities for indoor and outdoor recreational, cultural and educational uses, and any other project within or without the boundaries of the District when a

local government has issued a development order approving or expressly requiring the construction or funding of the project by the District, or when the project is the subject of an agreement between the District and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located, (iii) to borrow money and issue bonds of the District, and (iv) to exercise all other powers necessary, convenient, incidental, or proper in connection with any of the powers or duties of the District stated in the Act.

Also, pursuant to the Rule, the District has been granted special powers pursuant to Sections 190.012(1) and 190.012(3) of the Act. Such special powers include the right to (i) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for (a) water management and control for the lands within the District and to connect some or any of such facilities with roads and bridges, (b) water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits or pipelines, in along, and under any street, alley, highway or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system, (c) bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill or cut, (d) District roads equal to or exceeding the specifications of the County in which such District roads are located, and street lights, (e) buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage, (f) investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the District under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the District and who caused or contributed to the contamination, (g) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property, and (h) any other project within or without the boundaries of the District when a local government issued a development order approving or expressly requiring the construction or funding of the project by the District, or when the project is the subject of an agreement between the District and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located, and (iii) adopt and enforce appropriate rules in connection with the provision of one or more services through the District's systems and facilities.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances, and the Act does not empower the District to grant building permits; these functions are performed by the County, as applicable, acting through their respective Commissions and departments of government.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the 2025 Assessment Area One Bonds.

## **The District Manager and Other Consultants**

The chief administrative official of the District is the District Manager. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board. Wrathell, Hunt & Associates, LLC, serves as District Manager. The District Manager's corporate office is located at 2300 Glades Rd., Ste. #410W, Boca Raton, Florida 33431.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Kutak Rock LLP, Tallahassee, Florida, as District Counsel; Greenberg Traurig, P.A., West Palm Beach, Florida, as Bond Counsel. Wrathell, Hunt & Associates, LLC, also serves as Methodology Consultant for the 2025 Assessment Area One Bonds.

## **Outstanding Bond Indebtedness**

The District previously issued its Special Assessment Bonds, Series 2023 (Assessment Area One – 2023 Project Area) (the "2023 Assessment Area One Bonds") on July 28, 2023, in the original aggregate principal amount of \$48,000,000, of which [\$\_\_\_\_\_ was outstanding as of \_\_\_\_\_, 2025]. The Assessment Area One Bonds are secured by the special assessments which have been assigned to the lands within the Assessment Area One – 2023 Project Area of the District, which lands are separate and distinct from the lands within the Assessment Area One – 2025 Project Area that are subject to the 2025 Assessment Area One Special Assessments securing the 2025 Assessment Area One Bonds.

The District previously issued its Special Assessment Bonds, Series 2023 (Assessment Area Two) (the "Assessment Area Two Bonds") on July 28, 2023, in the original aggregate principal amount of \$8,740,000, of which [\$\_\_\_\_\_ was outstanding as of \_\_\_\_\_, 2025]. The Assessment Area Two Bonds are secured by the special assessments assigned to the lands within Assessment Area Two of the District, which lands are separate and distinct from the lands within Assessment Area One that are subject to the Assessment Area One Special Assessments securing the Assessment Area One Bonds.

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## **THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA ONE - 2025 PROJECT**

### **General**

Atwell, LLC (the "District Engineer") prepared the Engineer's Report (Restated), dated May 31, 2023 (the "Master Report"), as supplemented by the [Second Supplemental Engineer's Report, dated [\_\_\_\_\_] 2025] (the Supplemental Report" and together with the Master Report, the "Engineer's Report"), which sets forth certain public infrastructure improvements associated with the development of the 2,491 lots planned for the District Lands (the "Capital Improvement Plan"). In the Master Report, the District Engineer estimated the total cost of the Capital Improvement Plan to be \$154,875,216, as more particularly set forth therein.

The District Lands comprise a portion of the Master Development known as "Westview" (the "Master Development"). The Master Development consists of separate Neighborhoods: 1, 2A, 2B, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, the development of which is being phased. At buildout, the Master Development is expected to contain approximately 5,192 residential units. Two separate community development districts are anticipated to be created to facilitate development of the Master Development. The District consists of Neighborhoods 1, 2A, 2B, 3, 4 and 5, which are planned to contain 2,491 lots. It is anticipated that a separate community development district will be created to facilitate the development and financing of the 2,701 lots comprising Neighborhoods 6, 7, 8, 9, 10, 11 and 12. The portion of the Master Development located within the District boundaries is referred to herein as the "Development". Two assessment areas have been created to facilitate the District's development plan.

Assessment Area One contains approximately 850.8 acres of land which comprise Neighborhood 1, Neighborhood 2A, Neighborhood 2B, Neighborhood 4 and Neighborhood 5. Assessment Area One is planned to contain 2,052 units at buildout. The "Assessment Area One – 2023 Project Area" consists of 1,290 platted lots. "Assessment Area One – 2025 Project Area" consist of approximately [\_\_\_\_\_] gross acres of land which are planned to contain 762 lots. "Assessment Area Two" consists of approximately 164.6 acres of land which comprise Neighborhood 3. Assessment Area Two is planned to contain 439 lots.

The portion of the Capital Improvement Plan associated with the Assessment Area One – 2023 Project Area is referred to herein as the "Assessment Area One – 2023 Project". The portion of the Capital Improvement Plan associated with the Assessment Area One – 2025 Project Area is referred to herein as the "Assessment Area One – 2025 Project". The portion of the Capital Improvement Plan associated with Assessment Area Two is referred to herein as the "Assessment Area Two Project".

The District previously issued its Series 2023 Assessment Area One Bonds to finance a portion of the Assessment Area One – 2023 Project. The Assessment Area One – 2023 Project Area is [developed and platted]. The District previously issued its Series 2023 Assessment Area Two Bonds to finance a portion of the Assessment Area Two Project. The Assessment Area Two Project is [underway]. See "THE DEVELOPMENT – Update on Prior Phases" herein for more information.

The Series 2025 Bonds are being issued to finance a portion of the Assessment Area One - 2025 Project. According to the Supplemental Report, the costs associated with the Assessment Area One - 2025 Project are approximately \$\_\_\_\_\_, as more particularly described below:

<b>Improvement</b>	<i>Assessment Area One 2025 Project Costs</i>	<i>Private Costs for Assessment Area One – 2025 Area</i>
<b>MASTER IMPROVEMENTS BENEFITTING ASSESSMENT AREA ONE 2025 PROJECT AREA</b>		
Spine Road – Roadway Improvements (Applicable Portion)	\$ _____	-
Spine Road – Utility Improvements (Applicable Portion)	\$ _____	-
Off-Site Improvements	\$ _____	-
<b>NEIGHBORHOOD IMPROVEMENTS</b>		
Stormwater System	\$ _____	-
Public Roadways	\$ _____	-
Private Roadways	-	\$ _____
Water and Wastewater Utilities	\$ _____	-
Undergrounding of Conduit	\$ _____	-
Public Landscape/Hardscape/Irrigation	\$ _____	-
Private Landscape/Hardscape/Irrigation	-	\$ _____
Conservation Areas	\$ _____	-
Recreational Improvements	n/a	-
Professional Fees	\$ _____	\$ _____
Contingency (10%)	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____

See "APPENDIX A: ENGINEER'S REPORT" for more information regarding the Capital Improvement Plan, including the Assessment Area One - 2025 Project.

Land development associated with the Assessment Area One – 2025 Project Area commenced in \_\_\_\_\_ 202\_ for Neighborhood \_\_\_\_\_. Land development for the Assessment Area One – 2025 Project Area will be phased, with final completion expected by \_\_\_\_\_ 202\_. See "THE DEVELOPMENT – Development Plan and Status" herein for more information.

The Master Developer anticipates the total cost to develop the Assessment Area One – 2025 Project Area to be approximately \$\_\_\_\_\_. The available net proceeds of the Series 2025 Bonds will finance construction and/or acquisition of a portion of the 2025 Project from the Master Developer in the amount of approximately \$22.6 million\*. The Master Developer will enter into a completion agreement at the closing of the Series 2025 Bonds whereby it will agree to fund the completion of the Assessment Area One - 2025 Project. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

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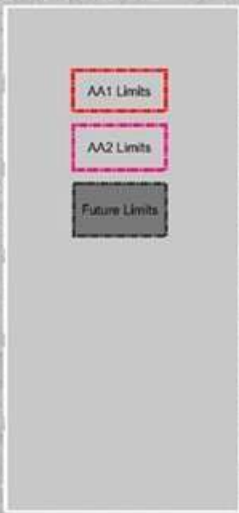
\* Preliminary, subject to change.

The District Engineer has indicated that all engineering permits necessary to construct the Assessment Area One - 2025 Project that are set forth in the Engineer's Report have been obtained or will be obtained in the ordinary course of business. In addition to the Engineer's Report, please refer to "THE DEVELOPMENT – Development Approvals" for a more detailed description of the entitlement and permitting status of the Development.

The following sketch showing the proposed development plan for the District Lands, including the locations of the various neighborhoods referenced herein.

[can sketch be updated to show project areas?]

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## **ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS**

The Amended and Restated Master Special Assessment Methodology Report dated [April 12, 2023], as supplemented by the [Preliminary Second Supplemental Special Assessment Methodology Report] dated [March 12, 2025] (collectively, the "Assessment Methodology"), allocates the 2025 Assessment Area One Special Assessments to the lands within Assessment Area One has been prepared by Wrathell, Hunt & Associates, LLC, Boca Raton, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX E. Once the final terms of the 2025 Assessment Area One Bonds are determined, the Assessment Methodology will be supplemented to reflect such final terms. Once levied and imposed, the 2025 Assessment Area One Special Assessments are a first lien on the assessed lands within the Assessment Area One – 2025 Project Area until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

[Following paragraph and table to be updated upon receipt of Supplemental Methodology.]

The Series 2025 Bonds are payable from and secured by a pledge of the Series 2025 Pledged Revenues, which consist primarily of the revenues received by the District from the Series 2025 Special Assessments levied on the assessed lands within the Assessment Area One – 2025 Project Area. The Assessment Area One – 2025 Project Area consists of approximately [\_\_\_\_] gross acres planned for 762 residential units. The District will initially impose the Series 2025 Special Assessments across all of the lands within the Assessment Area One – 2025 Project Area on an equal per acre basis. As parcels are platted within the Assessment Area One – 2025 Project Area, the debt will be transferred from gross acres to platted lots in accordance with the Assessment Methodology. See "APPENDIX E: ASSESSMENT METHODOLOGY" attached hereto for more information. Upon platting of the Assessment Area One – 2025 Project Area, the Series 2025 Special Assessments levied and allocated to platted units to pay debt service on the Series 2025 Bonds and the Series 2025 Bond par per unit are expected to be as follows:

[Remainder of page intentionally left blank.]



<b>Product Type</b>	<b>No. of Units</b>	<b>Annual Series</b>	<b>Series 2025 Bonds</b>
		<b>2025 Special Assessments Per Unit*</b>	<b>Par Debt Per Unit*</b>
Townhome 16'	82	\$1,522	\$22,125
Townhome 22'	122	\$2,106	\$30,608
Twin Villa 32'	40	\$1,750	\$25,440
Single-Family 40' (FMU)	20	\$2,188	\$31,800
Single-Family 45' (FMU)	77	\$2,462	\$35,776
Single-Family 50' (FMU)	59	\$2,735	\$39,751
Single-Family 45' (AA)	106	\$2,462	\$35,776
Single-Family 52' (AA)	79	\$2,844	\$41,341
Single-Family 62' (AA)	<u>55</u>	\$3,391	\$49,291
<b>Total</b>	<b>762</b>		

\* Preliminary, subject to change. [When collected via the Uniform Method, annual assessment levels will be grossed up to include early payment discounts and applicable County collection fees. Series 2025 Special Assessments shown assume certain contributions of infrastructure by the Master Developer to achieve target levels. See "APPENDIX E: ASSESSMENT METHODOLOGY" attached hereto for more information. The Master Developer anticipates prepaying a portion of the Series 2025 Special Assessments prior to closing of lots with Lennar Homes and Taylor Morrison of Florida in order to achieve target annual assessment levels of \$29 per liner foot of lot width. The total anticipated paydown of Series 2025 Bond par is approximately \$13,775,000. It is anticipated that the first paydown of approximately \$\_\_\_\_\_ will be paid in \_\_\_\_\_ 202\_ in connection with the \_\_\_\_\_ units that are expected to be sold to [Taylor Morrison of Florida].]

### **Other Taxes, Fees and Assessments**

The District anticipates levying assessments to cover its operation and administrative costs that are initially expected to be approximately \$[250] per residential unit annually, but such amount is subject to change. In addition, residents will be required to pay homeowners' association fees which are currently estimated to range from approximately [\$57 to \$321] per residential lot monthly, which amount is subject to change. The land within the District has been and will continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate applicable to lands within the Development in 2024 was approximately 12.9821 mills with respect to the lands located within Polk County, Florida (which includes a portion of the Assessment Area One – 2025 Project Area lands [confirm]) and 13.8039 mills with respect to the lands located within Osceola County, Florida (which includes a portion of the Assessment Area One -2025 Project Area lands [confirm]), both of which are subject to change in future tax years. These taxes would be payable in addition to the Series 2025 Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the Counties, the School District of Polk County, Florida, and the School District of Osceola County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in 2024. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information, including, without limitation, information regarding expected homeowners' association fees.

*The information appearing below under the captions "THE DEVELOPMENT" and "THE MASTER DEVELOPER" has been furnished by the Master Developer for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Master Developer make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Master Developer as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Master Developer is not guaranteeing payment of the 2025 Assessment Area One Bonds or the 2025 Assessment Area One Special Assessments.*

## **THE DEVELOPMENT**

### **Overview**

The District consists of approximately 1,015.431 gross acres (collectively, the "District Lands"), located within both Osceola County ("Osceola") and Polk County ("Polk" and, together with Osceola, the "Counties"). The District Lands are being developed as a portion of a planned residential community under the name "Westview" (the "Master Development"). The Master Development is located northwest of the intersection of Poinciana Parkway and Cypress Parkway, approximately nine miles southeast of US Highway 17 and 12 miles southeast of Interstate-4. This Development is adjacent to the Solivita community which is a bedroom community to the Orlando market. Solivita is a built out, approximately 4,216-acre community containing approximately 5,887 residential units as well as golf, walking trails, and over 100,000 square feet of recreational facilities. Solivita was developed by Avatar Properties. The map below shows the general location of the Master Development.



The Master Development consists of separate Neighborhoods: 1, 2A, 2B, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, the development of which is being phased. At buildout, the Master Development is expected to contain approximately 5,192 residential units. Two separate community development districts are anticipated to be created to facilitate development of the Master Development. The District consists of Neighborhoods 1, 2A, 2B, 3, 4, and 5, which are planned to contain 2,491 lots. It is anticipated that a separate community development district will be created to facilitate the development and financing of the 2,701 lots comprising Neighborhoods 6, 7, 8, 9, 10, 11, and 12. The portion of the Master Development located within the District boundaries is referred to herein as the "Development". Two assessment areas have been created to facilitate the District's development plan. See chart below for summary.

	<u>Assessment Area One</u>			<u>Assessment Area Two</u>
<u>Neighborhood</u>	<u>2023 Area</u>	<u>2025 Area</u>	<u>Total AA1</u>	<u>2023 Bonds</u>
Neighborhood 1	392	204	596	0
Neighborhood 2A	261	0	261	0
Neighborhood 2B	274	156	430	0
Neighborhood 3	0	0	0	439
Neighborhood 4	0	122	122	0
Neighborhood 5	<u>363</u>	<u>280</u>	<u>643</u>	<u>0</u>
<b>Total</b>	<b>1,290</b>	<b>762</b>	<b>2,052</b>	<b>439</b>

Assessment Area One contains approximately 850.8 acres of land which comprise Neighborhood 1, Neighborhood 2A, Neighborhood 2B, Neighborhood 4 and Neighborhood 5. Assessment Area One is planned to contain 2,052 units at buildout. The "Assessment Area One – 2023 Project Area" consist of 1,290 platted lots. "Assessment Area One – 2025 Project Area" consist of approximately [\_\_\_\_] gross acres of land which are planned to contain 762 lots. "Assessment Area Two" consists of 164.6 acres of land which comprise Neighborhood 3. Assessment Area Two is planned to contain 439 lots.

The District previously issued its Series 2023 Assessment Area One Bonds to finance a portion of the Assessment Area One – 2023 Project. The Assessment Area One – 2023 Project Area is [developed and platted]. The District previously issued its Series 2023 Assessment Area Two Bonds to finance a portion of the Assessment Area Two Project. Development of the Assessment Area Two Project Area is [underway]. See "THE DEVELOPMENT – Update on Prior Phases" herein for more information.

The Series 2025 Bonds are being issued to finance a portion of the Assessment Area One - 2025 Project. The Series 2025 Bonds will be secured by the Series 2025 Special Assessments which will initially be levied on the approximately [\_\_\_\_] acres which comprise the Assessment Area One – 2025 Project Area. As lots are platted, the Series 2025 Special Assessments will be assigned to the 762 lots planned for the Assessment Area One – 2025 Project Area on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto.

LT Westview, LLC, a Delaware limited liability company (the "Master Developer"), has the primary responsibility for the development of the Development. The Master Developer is subject to the terms of the JV Agreement (as defined herein) and its members are Lennar Homes, LLC, a Florida limited liability company (the "Lennar Member" or "Lennar Homes") and TM Westview Member, LLC, a Delaware limited liability company (the "TM Member" and, together with Lennar Homes, the "Members"). The TM Member's sole member is Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison of Florida"), which is an indirectly wholly-owned affiliate of Taylor Morrison Home Corporation, a Delaware corporation ("Taylor Morrison"). The JV Agreement (as provided herein) grants each of the Members the right to purchase one-half of the developed, platted residential lots within portions of the Development, including the Assessment Area One – 2025 Project Area, at their development cost, subject to the provisions of the JV Agreement. Lennar Homes and Taylor Morrison of Florida are sometimes collectively referred to herein as the "Builders". The Builders each intend to construct and market homes for sale within Assessment Area One. The Master Developer has been and is expected to continue delivering lots within Assessment Area in a series of takedowns to the Builders.

The Development is expected to contain various residential units including townhomes, twin villas, and single-family homes of varying lot widths. Attached products in the Development are expected to range in size from approximately [1,180] square feet to approximately [2,215] square feet, with price points starting from approximately \$[245,000] to approximately \$[323,000]. Detached products in the Development are expected to range in size from approximately [1,455] square feet to approximately [3,291] square feet, with price points starting from approximately \$[348,500] to approximately \$[475,500]. The Development will contain both age-restricted and production communities, target customers for units within the Development are first-time homebuyers, move-up buyers, retirees and empty-nesters. See "Residential Product Offerings" herein.

### **Update on Prior Phases**

The District previously issued its Series 2023 Assessment Area One Bonds to finance a portion of the Assessment Area One – 2023 Project. All 1,290 lots planned for the Assessment Area One – 2023 Project Area have been developed and platted. As of \_\_\_\_\_, 2025, approximately \_\_\_\_ lots have closed with the Builders of which \_\_\_\_ lots have closed with Taylor Morrison of Florida and \_\_\_\_ lots have closed with Lennar Homes. Additionally, as of \_\_\_\_\_ 2025, approximately \_\_\_\_ homes have closed with homebuyers within the Assessment Area One – 2023 Project Area and an additional \_\_\_\_ homes have sold pending closing.

The District previously issued its Series 2023 Assessment Area Two Bonds to finance a portion of the Assessment Area Two Project. Development of the Assessment Area Two Project Area is [underway with completion expected by \_\_\_\_\_ 202\_, at which point sales and vertical construction will commence]. [does Avatar still own the land? Still planning to sell a mass graded parcel to a third party builder? Any LOI or contract? Expected timing of sale?]

### **Land Acquisition and Finance Plan**

Avatar Properties Inc., a Florida Corporation and an indirect affiliate of Taylor Morrison of Florida ("Avatar Properties"), acquired all of the lands in the Master Development in 2006.

Avatar Properties, along with other entities associated with Avatar Properties parent company, AV Homes, Inc., was acquired by Taylor Morrison in 2018. On June 2, 2022, Avatar Properties sold all of the lands in the Master Development, except for Assessment Area Two, to the Master Developer for approximately \$81,075,600, or \$30,757 per acre, which would equate to an approximate cost basis of \$26,169,009 for the approximately 850.831 acres within Assessment Area One. Simultaneously with this sale, on June 2, 2022, Lennar Homes bought a 50% interest in the Master Developer for approximately \$41,783,217. The land within Assessment Area One is not subject to a mortgage.

The total cost to develop the 762 lots planned for the Assessment Area One – 2025 Project Area is expected to be approximately \$\_\_\_\_\_ million, consisting of the Assessment Area One – 2025 Project and certain private costs as set forth in the Engineer's Report. As of \_\_\_\_\_, 2025, the Master Developer has spent approximately \$\_\_\_\_\_ on the development of the Assessment Area One – 2025 Project Area. The available net proceeds of the Series 2025 Bonds will finance construction and/or acquisition of a portion of the 2025 Project from the Master Developer in the amount of approximately \$22.6 million\*. The remaining costs are expected to be funded by the Master Developer. The Master Developer will enter into a completion agreement at closing on the Series 2025 Bonds whereby it will agree to fund the completion of the Assessment Area One – 2025 Project. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

## Development Plan and Status

Land development associated with the Assessment Area One – 2025 Project Area commenced in \_\_\_\_\_ 202\_ for Neighborhood \_\_\_\_\_. Land development for Neighborhoods within the Assessment Area One – 2025 Project Area are expected to be phased as set forth below.

Neighborhood/Phase	# of Lots	(Est.) Start Date	Estimated Completion Date	Estimated Plat Recordation	(Est.) Vertical Construction Start	Estimated Home Closings Start
Neighborhood 1 - Phase 3	204	_____ 202_	_____ 202_	_____ 202_	_____ 202_	_____ 202_
Neighborhood 2B - Phase 3	156	_____ 202_	_____ 202_	_____ 202_	_____ 202_	_____ 202_
Neighborhood 4 - Phase 1	122	_____ 202_	_____ 202_	_____ 202_	_____ 202_	_____ 202_
Neighborhood 5 - Phase 3	140	_____ 202_	_____ 202_	_____ 202_	_____ 202_	_____ 202_
Neighborhood 5 - Phase 4	140	_____ 202_	_____ 202_	_____ 202_	_____ 202_	_____ 202_
	762					

Neighborhood 1. Phase 3 of Neighborhood 1 is planned to contain 204 townhome lots. All of Neighborhood 1, including Phase 3, has been cleared, mass-graded and pond excavation is complete. Infrastructure development for Phase 3 [commenced] in \_\_\_\_\_ 202\_ [and is nearing substantial completion] with final completion expected by \_\_\_\_\_ 202\_. Home construction within Phase 3 is expected to commence in \_\_\_\_\_ 202\_, and home closings are expected to commence in \_\_\_\_\_ 202\_. As of the date hereof, approximately \_\_\_\_ homes are under construction and \_\_\_\_ homes are under contract within Phase 3 of Neighborhood 1.

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\* Preliminary, subject to change.

Neighborhood 2B. Phase 3 of Neighborhood 2B is planned to contain 156 single-family lots: (i) 20 40' wide lots, (ii) 77 45' wide lots, and (iii) 59 50' lots. Clearing, grading, and pond excavation for Phase 3 of Neighborhood 2B [commenced] in \_\_\_\_\_ 202\_ and is expected to be completed by \_\_\_\_\_ 202\_. Infrastructure installation for Phase 3 of Neighborhood 2B [commenced/is expected to commence] in \_\_\_\_\_ 202\_ and is expected to be completed by \_\_\_\_\_ 202\_. Home construction is anticipated to commence in \_\_\_\_\_ 202\_, and home closings are expected to commence in \_\_\_\_\_ 202\_.

Neighborhood 4. Neighborhood 4 is planned to contain 122 single-family lots: (i) 9 40' wide lots, (ii) 53 45' wide lots, and (iii) 60 50' lots. Clearing, grading, and pond excavation for Neighborhood 4 [commenced] in \_\_\_\_\_ 202\_ and is expected to be completed by \_\_\_\_\_ 202\_. Infrastructure installation for Neighborhood 4 [commenced/is expected to commence] in \_\_\_\_\_ 202\_ and is expected to be completed by \_\_\_\_\_ 202\_. Home construction is anticipated to commence in \_\_\_\_\_ 202\_, and home closings are expected to commence in \_\_\_\_\_ 202\_.

Neighborhood 5. Phases 3 and 4 of Neighborhood 5 are planned for 280 lots consisting of (i) Phase 3 (140 lots), and (ii) Phase 4 (140 lots). Clearing, grading, and pond excavation for the 280 lots [is expected to commence] in \_\_\_\_\_ 202\_. Infrastructure installation for Phase 3 is expected to commence in \_\_\_\_\_ 202\_ and is expected to be completed by \_\_\_\_\_ 202\_. Infrastructure installation for Phase 4 is expected to commence in \_\_\_\_\_ 202\_ and is expected to be completed by \_\_\_\_\_ 202\_. Home construction is anticipated to commence in \_\_\_\_\_ 202\_, and home closings are expected to commence in \_\_\_\_\_ 202\_.

The Master Developer is expected to deliver lots within the Assessment Area One – 2025 Project Area in a series of takedowns to Taylor Morrison of Florida commencing in \_\_\_\_\_ 202\_ and Lennar Homes commencing in \_\_\_\_\_ 202\_, at which point sales and vertical construction of homes within the Assessment Area One – 2025 Project Area are expected to commence.

The Master Developer anticipates that approximately [150] homes within the Assessment Area One – 2025 Project Area will close with purchasers per annum until buildout, commencing in \_\_\_\_\_ 202\_. These anticipated absorption rates are based upon estimates and assumptions made by the Master Developer that are inherently uncertain, though considered reasonable by the Master Developer, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Master Developer. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

## Residential Product Offerings

The following table reflects the Master Developer's current expectations for the homes to be constructed within the Assessment Area One – 2025 Project Area, all of which are subject to change:

<b>Product</b>	<b>Est. Home Sizes (sf)</b>	<b>Bedrooms / Bathrooms</b>	<b>Expected Starting Home Price</b>
<b>Neighborhood 1 – Entry Level and Move Up</b>			
Townhome 16'	[1,180 – 1,202]	[2 Bed/2.5 Bath]	[\$245,000]
Townhome 22'	[1,674 – 2,215]	[3-4 Bed/2-2.5 Bath]	[\$323,000]
<b>Neighborhoods 4 – [Entry Level] [entry or move up for N4?]</b>			
Single-Family 40'	[1,455 – 2,575]	[3-6 Bed/2-3 Bath]	[\$348,500]
Single-Family 45'	[1,455 – 2,575]	[3-6 Bed/2-3 Bath]	[\$348,500]
Single-Family 50'	[1,500 – 2,584]	[3-4 Bed/2-3 Bath]	[\$357,000]
<b>Neighborhood 2B – First Move Up</b>			
Single-Family 40'	[1,508 – 2,582]	[3-5 Bed/2-3.5 Bath]	[\$357,000]
Single-Family 45'	[1,508 – 2,582]	[3-5 Bed/2-3.5 Bath]	[\$357,000]
Single-Family 50'	[1,768 – 3,291]	[3-5 Bed/2-4 Bath]	[\$383,000]
<b>Neighborhood 5 – Active Adult</b>			
Twin Villa 32'	[1,562]	[2 Bed/2 Bath]	[\$308,000]
Single-Family 45'	[1,520 – 1,899]	[2 Bed/2 Bath]	[\$352,000]
Single-Family 52'	[1,886 – 2,384]	[3 Bed/2.5-3 Bath]	[\$397,000]
Single-Family 62'	[2,296 – 2,929]	[3-4 Bed/3-4 Bath]	[\$475,000]

## Development Approvals

[any material development obligations?]

[Please confirm transportation and school concurrency and utility access.]

[any outstanding permits?]

Approximately \$4.35 million in offsite improvements comprised primarily of water reuse, sanitary sewer and road widening improvements, are required to be completed in connection with the development of the District Lands. These are included in the District's Capital Improvement Plan. [status of these improvements?]

The District Lands have received zoning approval from Polk County and Osceola County that allows for development as set forth herein. The zoning approvals contain certain requirements and conditions, including the completion of Watermark Boulevard to Cypress Parkway in Polk County, which must be completed before certificates of occupancy will be provided for homes within Neighborhood 2A and 2B (Phase 1). [status?] Construction of Watermark Boulevard, which serves as a spine road for the Development, was included within the master infrastructure components of the Series 2023 Projects.

[any additional material development obligations necessary for the lots subject to the 2025 Bonds?]

The District Engineer has certified that all permits and approvals for the Assessment Area One – 2025 Project Area by jurisdictional agencies to allow for the development contemplated herein have been received or are expected to be received in the ordinary course. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein and "APPENDIX A: ENGINEER'S REPORT" hereto.

## **Environmental**

A Phase I Environmental Site Assessment was performed on the District Lands, along with certain additional lands, for Taylor Morrison of Florida in November 2021 (the "Phase I ESA"). The Phase I ESA revealed no Recognized Environmental Conditions. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information.

## **Amenities**

The amenity plan for the Development consists of four amenities – two serving the Townhomes, one serving all neighborhoods except the Townhomes, and one serving Esplanade (Neighborhood 5) exclusively. The amenities will be constructed in phases for respective Neighborhood recreational uses and will be operated and maintained by respective Neighborhood associations. The District will not fund the amenities described herein.

Neighborhood 1 will contain two pools and cabanas, tot lots and dog parks (collectively, the "Neighborhood 1 Amenity"). There will be a regional amenity serving owners of Neighborhoods 2 through 5 consisting of an approximately 25,000-square foot resort-style clubhouse, with a pool, junior Olympic swimming pool, indoor multipurpose gymnasium/basketball courts, two little league baseball fields, two soccer fields, two tennis courts, eight pickle ball courts, concession building, sand volleyball court, large and small pet parks (collectively, the "Regional Amenity"). Neighborhood parks and open spaces will also be distributed throughout the community. Neighborhood 5 / Esplanade amenity will be positioned behind the gated entrance and will include a pool and an approximately 7,000-square foot resort-style clubhouse with an indoor fitness center, locker rooms, message room, Bahama Bar (a separate 3,500-square foot building), eight pickle ball courts, two tennis courts, Bocce ball court, dog park, shade structures, outdoor event lawn, and a fire pit (collectively, the "Neighborhood 5 Amenity").

Construction of the Neighborhood 1 Amenity is [complete] at an approximate cost of [\$1.5 million] in the aggregate. Construction of the Regional Amenity [commenced in the summer of 2024] and is expected to be complete by [the end of 2025] at an aggregate cost of approximately [\$15 million]. Construction of the Neighborhood 5 Amenity [commenced in November 2024] and is expected to be completed by [November 2025] at a total cost of approximately [\$8.4 million].

## **Utilities**

Toho Water Authority will provide water and sewer service to the Development. Duke Energy will provide electrical service to the Development. See "APPENDIX A: ENGINEER'S



REPORT" attached hereto for more information regarding the ownership and maintenance of utilities within the Development.

## **Taxes, Fees and Assessments**

[Following paragraph and table to be updated upon receipt of Supplemental Methodology.]

The Series 2025 Bonds are payable from and secured by a pledge of the Series 2025 Pledged Revenues, which consist primarily of the revenues received by the District from the Series 2025 Special Assessments levied on the assessed lands within the Assessment Area One – 2025 Project Area. The Assessment Area One – 2025 Project Area consists of approximately \_\_\_\_ gross acres planned for 762 residential units. The District will initially impose the Series 2025 Special Assessments across all of the lands within the Assessment Area One – 2025 Project Area on an equal per acre basis. As parcels are platted within the Assessment Area One – 2025 Project Area, the debt will be transferred from gross acres to platted lots in accordance with the Assessment Methodology. See "APPENDIX E: ASSESSMENT METHODOLOGY" attached hereto for more information. Upon platting of the Assessment Area One – 2025 Project Area, the Series 2025 Special Assessments levied and allocated to platted units to pay debt service on the Series 2025 Bonds and the Series 2025 Bond par per unit are expected to be as follows:

<b>Product Type</b>	<b>No. of Units</b>	<b>Annual Series 2025 Special Assessments Per Unit*</b>	<b>Series 2025 Bonds Par Debt Per Unit*</b>
Townhome 16'	82	\$1,522	\$22,125
Townhome 22'	122	\$2,106	\$30,608
Twin Villa 32'	40	\$1,750	\$25,440
Single-Family 40' (FMU)	20	\$2,188	\$31,800
Single-Family 45' (FMU)	77	\$2,462	\$35,776
Single-Family 50' (FMU)	59	\$2,735	\$39,751
Single-Family 45' (AA)	106	\$2,462	\$35,776
Single-Family 52' (AA)	79	\$2,844	\$41,341
Single-Family 62' (AA)	<u>55</u>	\$3,391	\$49,291
<b>Total</b>	<b>762</b>		

\* Preliminary, subject to change. [When collected via the Uniform Method, annual assessment levels will be grossed up to include early payment discounts and applicable County collection fees. Series 2025 Special Assessments shown assume certain contributions of infrastructure by the Master Developer to achieve target levels. See "APPENDIX E: ASSESSMENT METHODOLOGY" attached hereto for more information. The Master Developer anticipates prepaying a portion of the Series 2025 Special Assessments prior to closing of lots with Lennar Homes and Taylor Morrison of Florida in order to achieve target annual assessment levels of \$29 per linear foot of lot width. The total anticipated paydown of Series 2025 Bond par is approximately \$13,775,000. It is anticipated that the first paydown of approximately \$\_\_\_\_\_ will be paid in \_\_\_\_\_ 202\_ in connection with the \_\_\_\_\_ units that are expected to be sold to [Taylor Morrison of Florida].]

The District anticipates levying assessments to cover its operation and administrative costs that are initially expected to be approximately \$[250] per residential unit annually, but such amount is subject to change. In addition, residents will be required to pay homeowners' association fees

which are currently estimated to range from approximately [\$57 to \$321] per residential lot monthly, which amount is subject to change. The land within the District has been and will continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate applicable to lands within the Development in 2024 was approximately 12.9821 mills with respect to the lands located within Polk County, Florida (which includes a portion of the Assessment Area One – 2025 Project Area lands [confirm]) and 13.8039 mills with respect to the lands located within Osceola County, Florida (which includes a portion of the Assessment Area One -2025 Project Area lands [confirm]), both of which are subject to change in future tax years. These taxes would be payable in addition to the Series 2025 Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the Counties, the School District of Polk County, Florida, and the School District of Osceola County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in 2024.

### **Public Schools**

School age residents for the portion of the Development within Polk County are expected to attend Palmetto Elementary School, Lake Marion Creek Middle School and Haines City Senior High School, which are located approximately five miles, five miles and seven miles away from the Development, respectively, and all of which received grades of C in 2024. School age residents for the portion of the Development within Osceola County are expected to attend either Deerwood Elementary or KOA Elementary School, Discovery Intermediate School, and Poinciana High School or Liberty High School, which are located approximately two miles, two miles, two miles, four miles and four miles away from the Development, respectively, and all of which received grades of C in 2024. In addition, Neo City Academy is an A-rated public STEM high school in Kissimmee located approximately 13 miles from the Development. The respective County school boards may change school boundaries from time to time, and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

### **Competition**

The Development and is expected to compete with [Cypress Hammock, Solterra, Williams Preserve, Magnolia Grove, Fairway Villas, Fiesta Key, Feltrim Reserve and Madison Place] [please add/remove as necessary]. The foregoing does not purport to summarize all of the existing or planned communities in the area of the Development.

### **Master Developer Agreements**

The Master Developer will enter into a completion agreement with the District that will obligate it to complete the portion of the Assessment Area One - 2025 Project not funded with proceeds of the Series 2025 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

In addition, the Master Developer will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights (the "Assessment Area One – 2025 Project Area Collateral Assignment"), pursuant to which the Master Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Master Developer, development rights relating to the Assessment Area One – 2025 Project. That said, the Master Developer has previously granted similar rights ("Prior Collateral Assignments") in connection with the issuance of the 2023 Assessment Area One Bonds and the Assessment Area Two Bonds, and such rights under such Prior Collateral Assignments are superior to and may take priority over the rights granted under the Collateral Assignment. Notwithstanding such Collateral Assignment, in the event the District forecloses on lands in the Assessment Area One – 2025 Project Area subject to the Series 2025 Special Assessments as a result of the Master Developer's or subsequent landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the Assessment Area One - 2025 Project or the development of the Assessment Area One – 2025 Project Area.

Finally, the Master Developer will also enter into a True-Up Agreement in connection with the Assessment Area One – 2025 Project Area, pursuant to which the Master Developer is obligated to pay true-up payments in the event that debt levels remaining on unplatted lands in the Assessment Area One – 2025 Project Area increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX E: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism."

Such obligations of the Master Developer are unsecured obligations, and the Master Developer is a special-purpose entity whose assets consist primarily of its interest in the Development. See "THE MASTER DEVELOPER" herein for more information.

### **THE MASTER DEVELOPER**

LT Westview, LLC, a Delaware limited liability company, which is authorized to transact business in the State of Florida (the "Master Developer"), has the primary responsibility for the development of the Development. The Master Developer was formed on December 8, 2021, pursuant to a Limited Liability Company Agreement (herein, the "JV Agreement") and its initial and current members are Lennar Homes, LLC, a Florida limited liability company (the "Lennar Member" or "Lennar Homes") and TM Westview Member, LLC, a Delaware limited liability company (the "TM Member" and, together with Lennar Homes, the "Members"). The TM Member's sole member is Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison of Florida"), which is an indirectly wholly-owned affiliate of Taylor Morrison Home Corporation, a Delaware corporation ("Taylor Morrison"). The TM Member is the manager under the JV Agreement and will carry out the day-to-day functions of the Master Developer in accordance with the terms of the JV Agreement and the Master Developer's approved business plan, as may be amended from time to time. The TM Member will receive a fee for serving as the manager of the Master Developer. Major decisions of the Master Developer must be approved by an executive committee which is initially comprised of two representatives appointed by the Lennar Member and two representatives appointed by the TM Member. Major decisions of the Master Developer are enumerated in the JV Agreement and include such matters as changes to the plan of the Development or admittance of a new member to the Master Developer. The TM

Member is managed by Taylor Morrison of Florida. Lennar Homes and the TM Member are not affiliated.

Lennar Homes was formed on November 30, 2006, and is a wholly-owned subsidiary of Lennar Corporation ("Lennar Corp."). Lennar Corp. stock trades on the New York Stock Exchange under the symbol LEN. Lennar Corp. is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for Lennar Corp. is No-1-11749. Such reports, proxy statements, and other information are available at the SEC's internet website at <http://www.sec.gov>. All documents subsequently filed by Lennar Corp. pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Taylor Morrison's principal business is residential homebuilding throughout the United States, with operations focused in Arizona, California, Colorado, Florida and Texas. Taylor Morrison Home Corp.'s common shares trade on the New York Stock Exchange under the symbol THMC. Taylor Morrison is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements, and other information with the SEC. The file number for Taylor Morrison Home Corp. is No. 0001-562476. Such reports, proxy statements, and other information are available at the SEC's internet website at <http://www.sec.gov>. All documents subsequently filed by Taylor Morrison Home Corp. pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

*None of the entities listed above are guaranteeing payment of the Series 2025 Bonds or the Series 2025 Special Assessments. None of the entities listed herein, other than the Master Developer, has entered into any agreements in connection with the issuance of the Series 2025 Bonds and none of the entities, other than the Master Developer, shall have any responsibility for any obligations of the Master Developer.*

## **TAX MATTERS**

### **General**

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements that the District must continue to meet after the issuance of the 2025 Assessment Area One Bonds in order that the interest on the 2025 Assessment Area One Bonds be and remain excludable from gross income for federal income tax purposes. The District's failure to meet these requirements may cause the interest on the 2025 Assessment Area One Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the 2025 Assessment Area One Bonds. The District has covenanted in the Indenture to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the 2025 Assessment Area One Bonds.

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications and continuing compliance by the District with the tax covenants

referred to above, under existing statutes, regulations, rulings, and court decisions, the interest on the 2025 Assessment Area One Bonds is excludable from gross income of the holders thereof for federal income tax purposes; and, further, interest on the 2025 Assessment Area One Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the 2025 Assessment Area One Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the 2025 Assessment Area One Bonds and the interest thereon are not subject to taxation under the laws of the State, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income, or profits on debt obligations owned by corporations as defined in said Chapter 220. Bond Counsel will express no opinion as to any other tax consequences regarding the 2025 Assessment Area One Bonds. Prospective purchasers of the 2025 Assessment Area One Bonds should consult their own tax advisors as to the status of interest on the 2025 Assessment Area One Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the 2025 Assessment Area One Bonds will be based on and will assume the accuracy of certain representations and certifications of the District and the Master Developer, and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the 2025 Assessment Area One Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the 2025 Assessment Area One Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the 2025 Assessment Area One Bonds, or the ownership or disposition of the 2025 Assessment Area One Bonds. Prospective purchasers of 2025 Assessment Area One Bonds should be aware that the ownership of 2025 Assessment Area One Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the 2025 Assessment Area One Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the 2025 Assessment Area One Bonds, (iii) the inclusion of the interest on the 2025 Assessment Area One Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the 2025 Assessment Area One Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the 2025 Assessment Area One Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the 2025 Assessment Area One Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates and (vii) receipt of certain investment income, including interest on the 2025 Assessment Area One Bonds, is considered when determining qualification limits for obtaining

the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the 2025 Assessment Area One Bonds. Prospective purchasers of the 2025 Assessment Area One Bonds should consult their own tax advisors as to the impact of these and any other tax consequences.

Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of issuance of the 2025 Assessment Area One Bonds. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the IRS or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

### **Original Issue Discount and Premium**

Certain of the 2025 Assessment Area One Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (*i.e.*, for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the 2025 Assessment Area One Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of that Discount Bond.

Certain of the 2025 Assessment Area One Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from

the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

*Owners of Discount and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.*

## **Changes in Federal and State Tax Law**

From time to time, there are legislative proposals suggested, debated, introduced, or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the 2025 Assessment Area One Bonds, or adversely affect the market price or marketability of the 2025 Assessment Area One Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the 2025 Assessment Area One Bonds. Prospective purchasers of the 2025 Assessment Area One Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

## **Information Reporting and Backup Withholding**

Interest paid on tax-exempt bonds such as the 2025 Assessment Area One Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the 2025 Assessment Area One Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of 2025 Assessment Area One Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the 2025 Assessment Area One Bonds and proceeds from the sale of 2025 Assessment Area One Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of 2025 Assessment Area One Bonds. This withholding generally applies if the owner of 2025 Assessment Area One Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the 2025 Assessment Area One Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

## **AGREEMENT BY THE STATE**

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the 2025 Assessment Area One Bonds, that it will not limit or alter the rights of the issuer of such

bonds, including the District, to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects, including the Projects funded by the 2025 Assessment Area One Bonds, subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

### **LEGALITY FOR INVESTMENT**

The Act provides that bonds issued by community development districts are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities that may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

### **SUITABILITY FOR INVESTMENT**

In accordance with applicable provisions of Florida law, the 2025 Assessment Area One Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the 2025 Assessment Area One Bonds. Investment in the 2025 Assessment Area One Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

### **ENFORCEABILITY OF REMEDIES**

The remedies available to the owners of the 2025 Assessment Area One Bonds upon an Event of Default under an Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the 2025 Assessment Area One Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2025 Assessment Area One Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

### **FINANCIAL INFORMATION**

This District will covenant in the Continuing Disclosure Agreement (the "Disclosure Agreement"), the proposed form of which is set forth in APPENDIX D hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX D, commencing with the audit for the District's fiscal year ended September 30, 2024, which is expected on or before June 30, 2025. Attached hereto as APPENDIX F is a copy of the District's



unaudited monthly financial statements for the period ended [\_\_\_\_\_], 2025. The District does not yet have audited financial statements because the District has not yet met the threshold under State law requiring an audit to be filed. The 2025 Assessment Area One Bonds are not general obligation bonds of the District and are payable solely from the Series 2025 Pledged Revenues.

By the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

## **LITIGATION**

### **The District**

There is no litigation of any nature now pending or, to the knowledge of the District threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the 2025 Assessment Area One Bonds, or in any way contesting or affecting (i) the validity of the 2025 Assessment Area One Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the 2025 Assessment Area One Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

### **The Master Developer**

The Master Developer has represented to the District that there is no litigation of any nature now pending or, to the knowledge of such entity, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Master Developer to complete the development of certain lands within the District described herein, materially and adversely affect the ability of the Master Developer to pay the related 2025 Assessment Area One Special Assessments imposed against the land owned by the Master Developer within the Assessment Area One - 2025 Project Area or materially and adversely affect the ability of the Master Developer to perform its various obligations described in this Limited Offering Memorandum.

## **NO RATING**

No application for a rating of the 2025 Assessment Area One Bonds has been made to any rating agency, nor is there any reason to believe that the District would have been successful in obtaining an investment grade rating for the 2025 Assessment Area One Bonds had application been made.

## **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Section 517.051, Florida Statutes, as amended, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf

of private business). The District is not and has never been in default on any bonds or other debt obligations since December 31, 1975.

### **CONTINUING DISCLOSURE**

The District and the Master Developer will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement") in the proposed form of APPENDIX D, for the benefit of the 2025 Assessment Area One Bondholders (including owners of beneficial interests in such 2025 Assessment Area One Bonds), to provide certain financial information and operating data relating to the District and the Development by certain dates prescribed in the Disclosure Agreement and to disclose certain enumerated material events (collectively, the "Reports") with the MSRB through the MSRB's EMMA system. The specific nature of the information to be contained in the Reports is set forth in APPENDIX D hereto. Under certain circumstances, the failure of the District or the Master Developer to comply with their respective obligations under a Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an Event of Default under the Indenture, but such event of default under a Disclosure Agreement would allow the related 2025 Assessment Area One Bondholders (including owners of beneficial interests in the Bonds of such 2025 Assessment Area One Bonds) to bring an action for specific performance.

The District has previously entered into continuing disclosure undertakings pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to its 2023 Assessment Area One Bonds and Assessment Area Two Bonds. [A review of filings made pursuant to such prior undertakings indicates that the District has not materially failed to comply with its requirements thereunder within the last five years.] The District will appoint the District Manager as the dissemination agent in the Disclosure Agreement and anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement.

The Master Developer has previously entered into continuing disclosure undertakings pursuant to the Rule with respect to the District's 2023 Assessment Area One Bonds and Assessment Area Two Bonds. [A review of filings made pursuant to such prior undertakings indicates that the Master Developer has not materially failed to comply with its requirements thereunder within the last five years.] The Master Developer anticipates satisfying all disclosure obligations required pursuant to the Disclosure Agreement and the Rule.

### **UNDERWRITING**

FMSbonds, Inc. (the "Underwriter"), has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase from the District (i) the 2025 Assessment Area One Bonds, at a purchase price of \$\_\_\_\_\_ (par amount of the 2025 Assessment Area One Bonds, [plus/less an original issue premium/discount of \$\_\_\_\_\_ and] less an Underwriter's discount of \$\_\_\_\_\_). The Underwriter's obligations are subject to certain conditions precedent, and the Underwriter will be obligated to purchase all of the 2025 Assessment Area One Bonds, if any such 2025 Assessment Area One Bonds are purchased.

The 2025 Assessment Area One Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

### **CONTINGENT FEES**

The District has retained Bond Counsel, District Counsel, the Consulting Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the 2025 Assessment Area One Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the 2025 Assessment Area One Bonds.

### **EXPERTS**

Atwell, LLC, as District Engineer, has prepared the Engineer's Report included herein as APPENDIX A, which report should be read in its entirety. Wrathell, Hunt & Associates, LLC, as the District Manager, has prepared the Assessment Methodology included herein as APPENDIX E, which report should be read in its entirety. As a condition to closing on the 2025 Assessment Area One Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

### **VALIDATION**

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Ninth Judicial Circuit Court of Florida in and for Osceola County, Florida, issued on April 13, 2023. The period of time during which appeals can be taken from such judgments has expired without an appeal having been taken.

### **LEGAL MATTERS**

Certain legal matters related to the authorization, sale and delivery of the 2025 Assessment Area One Bonds are subject to the approval of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A. Tampa, Florida. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida. Certain legal matters will be passed upon for the Master Developer by its counsel, Greenberg Traurig, West Palm Beach, Florida. Greenberg Traurig, P.A. has and continues to represent Lennar Homes on unrelated matters.

The form of opinions of Bond Counsel attached hereto as APPENDIX C is based on existing law, which is subject to change, and is further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result and is not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional

judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

### **MISCELLANEOUS**

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the 2025 Assessment Area One Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the 2025 Assessment Area One Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the 2025 Assessment Area One Bonds.

[Remainder of page intentionally left blank.]

## **AUTHORIZATION AND APPROVAL**

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of Supervisors of Westview South Community Development District.

### **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

**APPENDIX A**  
**ENGINEER'S REPORT**

## **APPENDIX B**

### **COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE**

## **APPENDIX C**

### **PROPOSED FORM OF OPINION OF BOND COUNSEL**



## **APPENDIX D**

### **PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT**

**APPENDIX E**  
**ASSESSMENT METHODOLOGY**

**APPENDIX F**  
**DISTRICT'S FINANCIAL STATEMENTS**

**EXHIBIT C**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of [\_\_\_\_], 2025 is executed and delivered by the Westview South Community Development District (the "Issuer" or the "District"), LT Westview, LLC, a Delaware limited liability company (the "Master Developer"), and Wrathell, Hunt & Associates, LLC, a Florida limited liability company, as Dissemination Agent (as defined herein) in connection with the Issuer's Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of July 1, 2023 (the "Master Indenture") and a Third Supplemental Trust Indenture dated as of [\_\_\_\_] 1, 2025 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Issuer, the Master Developer and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Master Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to the Assessments.

"Assessments" shall mean the non-ad valorem 2025 Assessment Area One Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Wrathell, Hunt & Associates, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Wrathell, Hunt & Associates, LLC, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated [\_\_\_\_], 2025, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Master Developer for so long as such Master Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 10% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be [November 1, 2025].

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2025, which shall be due no later than March 31, 2026. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2024, on or before June 30, 2025. The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its obligation to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.



(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

#### 4. **Content of Annual Reports.**

(a) Each Annual Report shall be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

## **5. Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Master Developer on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than five (5) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to the Assessment Area only:

(i) The number of lots planned.

#### Lot Ownership Information

- (ii) The number of lots owned by the Master Developer.
- (iii) The number of lots owned by the Builders.
- (iv) The number of lots owned by homebuyers.

#### Lot Status Information

- (v) The number of lots developed.
- (vi) The number of lots platted.

#### Home Sales Status Information

- (vii) The number of homes sold (but not closed) with homebuyers during quarter.
- (viii) The number of homes sold (and closed) with homebuyers during quarter.
- (ix) The total number of homes sold and closed with homebuyers (cumulative).

#### Material Changes/Transfers

(x) Material changes to any of the following: (1) builder contracts, if applicable, (2) the number of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person since the date hereof.

(xi) Any sale, assignment or transfer of ownership of lands by the Obligated Person to a third party which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Master Developer from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the 2025 Assessment Area One Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;\*
- (v) Substitution of credit or liquidity providers, or their failure to perform;\*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;\*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

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\* Not applicable to the Bonds at their date of issuance.

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), (xvi), or (xvii) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Wrathell, Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt & Associates, LLC. Wrathell, Hunt & Associates, LLC, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may

take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Master Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, each Obligated Person and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Master Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Osceola County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Osceola County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Master Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]



**IN WITNESS WHEREOF**, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT, AS ISSUER AND  
OBLIGATED PERSON**

[SEAL]

By: \_\_\_\_\_  
[Josh Kalin], Chairperson  
Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**LT WESTVIEW, LLC, AS OBLIGATED  
PERSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WRATHELL, HUNT & ASSOCIATES, LLC,  
and its successors and assigns, AS  
DISSEMINATION AGENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSENTED TO AND AGREED TO BY:**

**DISTRICT MANAGER**

**WRATHELL, HUNT & ASSOCIATES,  
LLC, AS DISTRICT MANAGER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to for purposes of  
Sections 11, 13 and 17 only:

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, AS TRUSTEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**FORM OF NOTICE TO REPOSITORIES OF FAILURE  
TO FILE [ANNUAL REPORT]  
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Westview South Community Development District

Name of Bond Issue: \$[ ] original aggregate principal amount of Special Assessment Bonds, Series 2025 (Assessment Area One – 2025 Project Area)

Obligated Person(s): Westview South Community Development District;  
\_\_\_\_\_.

Original Date of Issuance: [ ], 2025

CUSIP Numbers: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated [ ], 2025, by and between the Issuer, the Master Developer and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_, as Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

cc: Issuer  
Trustee

## **SCHEDULE A**

### **FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)**

#### **1. Fund Balances**

<b>Combined Trust Estate Assets</b>	<b><u>Quarter Ended – 12/31</u></b>
Acquisition and Construction Fund	
Revenue Fund	
Reserve Fund	
Prepayment Fund	
Other	
<b>Total Bonds Outstanding</b>	
<b>TOTAL</b>	

#### **2. Assessment Certification and Collection Information**

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

	<b><u>\$ Certified</u></b>
On Roll	\$ _____
Off Roll	\$ _____
<b>TOTAL</b>	\$ _____

2. Attach to Report the following:
- A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year
- B. Off Roll – List of folios for all off roll Assessments, together with annual Assessment assigned to each folio

#### **3. For the immediately ended Bond Year, provide the levy and collection information**

<b><u>Total Levy</u></b>	<b><u>\$ Levied</u></b>	<b><u>\$ Collected</u></b>
On Roll	\$ _____	\$ _____
Off Roll	\$ _____	\$ _____
<b>TOTAL</b>		

**4. If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners**

**5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year**

**6. The amount of principal and interest to be paid on the Bonds in the current Fiscal Year**

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THIRD SUPPLEMENTAL TRUST INDENTURE

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BETWEEN

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
as Trustee

---

Dated as of \_\_\_\_\_ 1, 2025

---

Authorizing and Securing  
\$ \_\_\_\_\_  
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA ONE - 2025 PROJECT AREA)

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THIS THIRD SUPPLEMENTAL TRUST INDENTURE (the “Third Supplemental Indenture”), dated as of \_\_\_\_\_ 1, 2025 between the WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Third Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), by Rules 42SSS-1.001, .002 and .003 enacted by the Florida Land and Water Adjudicatory Commission (collectively, the “Rule”), effective on October 24, 2022; and

WHEREAS, the premises governed by the Issuer, as described in the Rule, consisting of approximately 1,015.431 acres of land (herein, the “District Lands” or “District”), are located within the unincorporated areas of Osceola County, Florida (“Osceola”) and Polk County, Florida (“Polk” and, together with Osceola, the “Counties”); and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more phases, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the assessable District Lands; and

WHEREAS, the Issuer has previously adopted Resolution No. 2023-26 on December 8, 2022, authorizing the issuance of not to exceed \$211,425,000 in aggregate principal amount of its special assessment bonds (the “Bonds”) to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of a master trust indenture and supplemental indenture; and

WHEREAS, pursuant to that certain Master Trust Indenture dated as of July 1, 2023 (the “Master Indenture”) and this Third Supplemental Indenture dated as of \_\_\_\_\_ 1, 2025, both by and between the Issuer and the Trustee, the Issuer proposes to issue its herein defined 2025 Assessment Area One Bonds; and

WHEREAS, to the extent not constructed by the Issuer, LT Westview, LLC, a limited liability company organized under the laws of Delaware (the “Assessment Area One Developer” or “Master Developer”) is the master developer of a residential community located within Assessment Area One (as defined herein) within the District and shall construct all of the public infrastructure necessary to serve such residential community referred to as “Westview South” (herein, the “Development”); and



WHEREAS, the public infrastructure as described on Exhibit A necessary for the development of a portion of Assessment Area One of the Development is herein referred to as the “2025 Assessment Area One Project,” which will be financed with a portion of the 2025 Assessment Area One Bonds (as defined below); and

WHEREAS, the Issuer has determined to issue a Series of Bonds, designated as the Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area) (the “2025 Assessment Area One Bonds”), pursuant to the Master Indenture and this Third Supplemental Indenture (hereinafter sometimes collectively referred to as the “Indenture”); and

WHEREAS, the 2025 Assessment Area One Bonds will be secured by the 2025 Assessment Area One Special Assessments levied on a portion of the District lands referred to as the Assessment Area One - 2025 Project Area (as further defined herein); and

WHEREAS, upon platting within the Assessment Area One – 2025 Project Area, the lien of the 2025 Assessment Area One Special Assessments shall be assigned to the planned 762 residential units and such 2025 Assessment Area One Special Assessments levied on that area shall be the security for the payment of the 2025 Assessment Area One Bonds; and

WHEREAS, in the manner provided herein, the proceeds of the 2025 Assessment Area One Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the 2025 Assessment Area One Project, (ii) the funding of the 2025 Assessment Area One Reserve Account, (iii) funding interest on the 2025 Assessment Area One Bonds through at least November 1, 2025, and (iv) the payment of the costs of issuance of the 2025 Assessment Area One Bonds; and

WHEREAS, the 2025 Assessment Area One Bonds will be secured by a pledge of 2025 Assessment Area One Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the 2025 Assessment Area One Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said 2025 Assessment Area One Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the 2025 Assessment Area One Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to U.S. Bank Trust Company, National Association, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the 2025 Assessment Area One Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the 2025 Assessment Area One Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights

and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the 2025 Assessment Area One Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the 2025 Assessment Area One Bonds issued and to be issued under this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Third Supplemental Indenture) of any one 2025 Assessment Area One Bond over any other 2025 Assessment Area One Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the 2025 Assessment Area One Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such 2025 Assessment Area One Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Third Supplemental Indenture to be and remain in full force and effect.

## **ARTICLE I DEFINITIONS**

In this Third Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean that certain Acquisition Agreement relating to the acquisition of the 2025 Assessment Area One Project, by and between the Assessment Area One Developer and the Issuer.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the 2025 Assessment Area One Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Bonds.

“Assessment Area One Developer” shall mean LT Westview, LLC, a Delaware limited liability company, and its successors and assigns.

“Assessment Area One” shall mean a designated assessment area within the District containing approximately 880.80 acres of which approximately \_\_\_\_ acres therein represents the Assessment Area One – 2025 Project Area which area will be subject to lien of the 2025 Assessment Area One Special Assessments. Upon platting, of the Assessment Area One – 2025 Project Area the 2025 Assessment Area One Special Assessments will be assigned to the planned 762 residential units on a first platted, first assigned basis.

“Assessment Area One - 2025 Project Area” shall mean the area within Assessment Area One where the 2025 Assessment Area One Special Assessments have been assigned to secure the 2025 Assessment Area One Bonds.

“Assessment Resolutions” shall mean Resolution No. 2023-25, Resolution 2023-28, Resolution No. 2023-32, Resolution No. 2023-36 and Resolution No. 2025-\_\_ of the Issuer adopted on December 8, 2022, February 8, 2023, April 12, 2023, July 27, 2023 and March 12, 2025, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the 2025 Assessment Area One Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the 2025 Assessment Area One Bonds at the time of initial delivery of the 2025 Assessment Area One Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the 2025 Assessment Area One Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Consulting Engineer” shall mean Atwell Group and its successors and assigns.

“Collateral Assignment” shall mean that certain instrument executed by the Assessment Area One Developer in favor of the Issuer whereby all of the Project Documents and other material documents necessary to complete the 2025 Assessment Area One Project) are collaterally assigned as security for the Landowners’ obligation to pay the 2025 Assessment Area One Special Assessments imposed against lands within the Assessment Area One – 2025 Project Area within the District from time to time.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the 2025 Assessment Area One Bonds, dated the date of delivery of the 2025 Assessment Area One Bonds, by and among the Issuer, the dissemination agent named therein, the Assessment Area One Developer, and joined by the parties named therein, in connection with the issuance of the 2025 Assessment Area One Bonds.

“District Manager” shall mean Wrathell Hunt & Associates, LLC, and its successors and assigns.

“Indenture” shall mean collectively, the Master Indenture and this Third Supplemental Indenture.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing May 1, 2025 and any date principal on the 2025 Assessment Area One Bonds is paid including any Quarterly Redemption Date.

“Landowners” shall mean, collectively, the Master Developer, Lennar and the TM Landowner.

“Lennar” shall mean Lennar Homes, LLC, a Florida limited liability company, as a landowner of certain lands within the Assessment Area One – 2025 Project Area.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) of the Outstanding principal amount of the 2025 Assessment Area One Bonds.

“Master Indenture” shall mean the Master Trust Indenture, dated as of July 1, 2023, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the 2025 Assessment Area One Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the 2025 Assessment Area One Bonds as specifically defined in this Third Supplemental Indenture).

“Paying Agent” shall mean U.S. Bank Trust Company, National Association, and its successors and assigns as Paying Agent hereunder.

“Prepayment” shall mean the payment by any owner of property within the Assessment Area One – 2025 Project Area of the amount of the 2025 Assessment Area One Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the 2025 Assessment Area One Special Assessments or as a result of a true-up payment. “Prepayments” shall include, without limitation, 2025 Assessment Area One Prepayment Principal.

“Quarterly Redemption Dates” shall mean February 1, May 1, August 1, and November 1 of any year.

“Redemption Price” shall mean the principal amount of any 2025 Assessment Area One Bond payable upon redemption thereof pursuant to this Third Supplemental Indenture.

“Registrar” shall mean U.S. Bank Trust Company, National Association and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth (15<sup>th</sup>) day (whether or not a Business Day) of the calendar month next preceding an Interest Payment Date.

“Release Conditions” shall mean collectively Release Conditions #1 and Release Conditions #2.

“Release Conditions #1” shall mean collectively (i) all of the principal portion of the 2025 Assessment Area One Special Assessments have been assigned to lots in the Assessment Area One – 2025 Project Area which have been developed, platted and conveyed to homebuilders, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Master Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

“Release Conditions #2” shall mean collectively (i) satisfaction of Release Conditions #1, (ii) all homes subject to the 2025 Assessment Area One Special Assessments have received a certificate of occupancy, (iii) all of the principal portion of the 2025 Assessment Area One

Special Assessments has been assigned to such homes, and (iv) there shall be no Events of Default under the Master Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

“Resolution” shall mean, collectively, (i) Resolution No. 2023-26 of the Issuer adopted on December 8, 2022, pursuant to which the Issuer authorized the issuance of not exceeding \$211,425,000 aggregate principal amount of its Bonds to finance the construction or acquisition of public infrastructure within the District, and (ii) Resolution No. 2025-\_\_ of the Issuer adopted on April 12, 2023, pursuant to which the Issuer authorized, among other things, the issuance of the 2025 Assessment Area One Bonds in an aggregate principal amount of \$30,000,000 to finance a portion of the acquisition of the 2025 Assessment Area One Project, specifying the details of the 2025 Assessment Area One Bonds and awarding the 2025 Assessment Area One Bonds to the purchaser of the 2025 Assessment Area One Bonds subject to the parameters set forth therein.

“Substantially Absorbed” means the date at least 75% of the principal portion of the Assessment Area One Special Assessments have been assigned to residential units within the Assessment Area One – 2025 Project Area within the District that have received certificates of occupancy.

“TM Landowner” shall mean Taylor Morrison of Florida, Inc., a Florida corporation, as a landowner of certain lands within the Assessment Area One – 2025 Project Area.

“2025 Assessment Area One Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

“2025 Assessment Area One Bond Redemption Account” shall mean the 2025 Assessment Area One Bond Redemption Account established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“2025 Assessment Area One Bonds” shall mean the \$\_\_\_\_\_ aggregate principal amount of Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Third Supplemental Indenture, and secured and authorized by the Master Indenture and this Third Supplemental Indenture.

“2025 Assessment Area One Bonds” shall mean the Issuer’s Special Assessments Bonds, Series 2025 (Assessment Area One – 2025 Project Area) issued pursuant to the Master Indenture and this Third Supplemental Indenture.

“2025 Assessment Area One Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

“2025 Assessment Area One General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the 2025 Assessment Area

One Bond Redemption Account pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“2025 Assessment Area One Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Third Supplemental Indenture.

“2025 Assessment Area One Optional Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the 2025 Assessment Area One Bond Redemption Account pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“2025 Assessment Area One Pledged Revenues” shall mean (a) all revenues received by the Issuer from the 2025 Assessment Area One Special Assessments initially levied and collected on the assessable lands within the Assessment Area One – 2025 Project Area within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2025 Assessment Area One Special Assessments or from the issuance and sale of tax certificates with respect to such 2025 Assessment Area One Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the 2025 Assessment Area One Bonds; provided, however, that 2025 Assessment Area One Pledged Revenues shall not include (A) any moneys transferred to the 2025 Assessment Area One Rebate Fund and investment earnings thereon, (B) moneys on deposit in the 2025 Assessment Area One Costs of Issuance Account of the Acquisition and Construction Fund, and (C) special assessments levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

“2025 Assessment Area One Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of 2025 Assessment Area One Special Assessments being prepaid pursuant to Section 4.05 of this Third Supplemental Indenture or as a result of an acceleration of the 2025 Assessment Area One Special Assessments pursuant to Section 170.10, Florida Statutes, if such 2025 Assessment Area One Special Assessments are being collected through a direct billing method.

“2025 Assessment Area One Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the 2025 Assessment Area One Bond Redemption Account pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“2025 Assessment Area One Principal Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Third Supplemental Indenture.

“2025 Assessment Area One Project” shall mean all of the public infrastructure deemed necessary for the development of 762 platted residential units within the Assessment Area One – 2025 Project Area within the District generally described on Exhibit A attached hereto.

“2025 Assessment Area One Rebate Fund” shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Third Supplemental Indenture.

“2025 Assessment Area One Reserve Account” shall mean the 2025 Assessment Area One Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Third Supplemental Indenture.

“2025 Assessment Area One Reserve Requirement” or “Reserve Requirement” shall mean an amount initially equal to the maximum annual debt service with respect to the initial principal amount of the 2025 Assessment Area One Bonds determined on the date of issue. Upon satisfaction of the Release Conditions #1, the Reserve Requirement shall be reduced to an amount equal to fifty percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the 2025 Assessment Area One Bonds. Upon satisfaction of the Release Conditions #2, the Reserve Requirement shall be reduced to an amount equal to ten percent (10%) of the maximum annual debt service with respect to the then Outstanding principal amount of the 2025 Assessment Area One Bonds. If a portion of the 2025 Assessment Area One Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the Reserve Requirement shall be reduced to the maximum annual debt service of the 2025 Assessment Area One Bonds after taking into account such extraordinary mandatory redemption (prior to satisfaction of the Release Conditions #1 or Release Conditions #2) or fifty percent (50%) after satisfaction of the Release Conditions #1 or ten percent (10%) after satisfaction of the Release Conditions #2 of the maximum annual debt service of the 2025 Assessment Area One Bonds after taking into account such extraordinary mandatory redemption. Any amount in the 2025 Assessment Area One Reserve Account may, upon final maturity or redemption of all Outstanding 2025 Assessment Area One Bonds be used to pay principal of and interest on the 2025 Assessment Area One Bonds at that time. The initial Reserve Requirement shall be equal to \$\_\_\_\_\_.

“2025 Assessment Area One Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Third Supplemental Indenture.

“2025 Assessment Area One Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Third Supplemental Indenture.

“2025 Assessment Area One Special Assessments” shall mean the Special Assessments levied on the assessable lands within the Assessment Area One – 2025 Project Area within the District as a result of the Issuer’s acquisition and/or construction of the 2025 Assessment Area One Project, corresponding in an amount equal to the debt service on the 2025 Assessment Area One Bonds and designated as such in the methodology report relating thereto.

“Underwriter” shall mean FMSbonds, Inc., the underwriter of the 2025 Assessment Area One Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of 2025 Assessment Area One Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]



## **ARTICLE II**

### **THE 2025 ASSESSMENT AREA ONE BONDS**

**SECTION 2.01.**     Amounts and Terms of 2025 Assessment Area One Bonds; Issue of 2025 Assessment Area One Bonds. No 2025 Assessment Area One Bonds may be issued under this Third Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a)     The total principal amount of 2025 Assessment Area One Bonds that may be issued under this Third Supplemental Indenture is expressly limited to \$\_\_\_\_\_. The 2025 Assessment Area One Bonds shall be numbered consecutively from R-1 and upwards.

(b)     Any and all 2025 Assessment Area One Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the 2025 Assessment Area One Bonds upon execution of this Third Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such 2025 Assessment Area One Bonds and deliver them as specified in the request.

**SECTION 2.02.**     Execution. The 2025 Assessment Area One Bonds shall be executed by the Issuer as set forth in the Master Indenture.

**SECTION 2.03.**     Authentication. The 2025 Assessment Area One Bonds shall be authenticated as set forth in the Master Indenture. No 2025 Assessment Area One Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

**SECTION 2.04.**     Purpose, Designation and Denominations of, and Interest Accruals on, the 2025 Assessment Area One Bonds.

(a)     The 2025 Assessment Area One Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of acquiring and/or constructing a portion of the 2025 Assessment Area One Project, (ii) to fund the 2025 Assessment Area One Reserve Account in an amount equal to the initial 2025 Assessment Area One Reserve Requirement; (iii) funding interest on the 2025 Assessment Area One Bonds through at least November 1, 2025, and (iv) to pay the costs of issuance of the 2025 Assessment Area One Bonds. The 2025 Assessment Area One Bonds shall be designated "Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b)     The 2025 Assessment Area One Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the 2025 Assessment Area One Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the 2025 Assessment Area One Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of

authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2025, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Third Supplemental Indenture in connection with a book entry only system of registration of the 2025 Assessment Area One Bonds, the principal or Redemption Price of the 2025 Assessment Area One Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such 2025 Assessment Area One Bonds. Except as otherwise provided in Section 2.07 of this Third Supplemental Indenture in connection with a book entry only system of registration of the 2025 Assessment Area One Bonds, the payment of interest on the 2025 Assessment Area One Bonds shall be made on each Interest Payment Date to the Owners of the 2025 Assessment Area One Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any 2025 Assessment Area One Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the 2025 Assessment Area One Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of 2025 Assessment Area One Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

**SECTION 2.05.**      Details of the 2025 Assessment Area One Bonds.

(a) The 2025 Assessment Area One Bonds will mature on May 1 in the years and in the principal amounts, and bear interest at the rates all as set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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\*Term Bonds

(b) Interest on the 2025 Assessment Area One Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the 2025 Assessment Area One Bonds on the day before the default occurred.

**SECTION 2.06.** Disposition of 2025 Assessment Area One Bond Proceeds. From the net proceeds of the 2025 Assessment Area One Bonds received by the Trustee in the amount of \$\_\_\_\_\_.

(a) \$\_\_\_\_\_ derived from the net proceeds of the 2025 Assessment Area One Bonds shall be deposited in the 2025 Assessment Area One Interest Account;

(b) \$\_\_\_\_\_ derived from the net proceeds of the 2025 Assessment Area One Bonds (which is an amount equal to the initial 2025 Assessment Area One Reserve Requirement) shall be deposited in the 2025 Assessment Area One Reserve Account of the Debt Service Reserve Fund;

(c) \$\_\_\_\_\_ derived from the net proceeds of the 2025 Assessment Area One Bonds shall be deposited into the 2025 Assessment Area One Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the 2025 Assessment Area One Bonds; and

(d) \$\_\_\_\_\_ representing the balance of the net proceeds of the 2025 Assessment Area One Bonds shall be deposited in the 2025 Assessment Area One Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture and the terms of the Acquisition Agreement.

**SECTION 2.07.** Book-Entry Form of 2025 Assessment Area One Bonds. The 2025 Assessment Area One Bonds shall be issued as one fully registered bond for each maturity of 2025 Assessment Area One Bonds and deposited with The Depository Trust Company (“DTC”), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the 2025 Assessment Area One Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“Direct Participants”) and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the 2025 Assessment Area One Bonds (“Beneficial Owners”).

Principal and interest on the 2025 Assessment Area One Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC.

Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated 2025 Assessment Area One Bonds, through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the 2025 Assessment Area One Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement 2025 Assessment Area One Bonds in the form of fully registered 2025 Assessment Area One Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time 2025 Assessment Area One Bonds may be exchanged for an equal aggregate principal amount of 2025 Assessment Area One Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

**SECTION 2.08.**     Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the 2025 Assessment Area One Bonds, and hereby appoints U.S. Bank Trust Company, National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank Trust Company, National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank Trust Company, National Association as Paying Agent for the 2025 Assessment Area One Bonds. U.S. Bank Trust Company, National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

**SECTION 2.09.**     Conditions Precedent to Issuance of the 2025 Assessment Area One Bonds. In addition to complying with the requirements set forth in the Master Indenture in

connection with the issuance of the 2025 Assessment Area One Bonds, all the 2025 Assessment Area One Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed originals of the Master Indenture and this Third Supplemental Indenture;
- (c) An opinion of Counsel to the District, also addressed to the Trustee (to the extent provided therein), substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to construct and/or purchase the 2025 Assessment Area One Project being financed with the proceeds of the 2025 Assessment Area One Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the 2025 Assessment Area One Project, (iii) all proceedings undertaken by the Issuer with respect to the 2025 Assessment Area One Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the 2025 Assessment Area One Special Assessments, and (v) the 2025 Assessment Area One Special Assessments are legal, valid and binding liens upon the property against which such 2025 Assessment Area One Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;
- (d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the 2025 Assessment Area One Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture; and
- (e) An executed copy of the Collateral Assignment.

Receipt by the Trustee of the net proceeds from the initial sale of the 2025 Assessment Area One Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the 2025 Assessment Area One Bonds set forth in this Section 2.09 satisfactory to the Issuer and the Underwriter.

[END OF ARTICLE II]

**ARTICLE III**  
**REDEMPTION OF 2025 Assessment Area One Bonds**

**SECTION 3.01.**     Redemption Dates and Prices. The 2025 Assessment Area One Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the 2025 Assessment Area One Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the 2025 Assessment Area One Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the 2025 Assessment Area One Bonds or portions of the 2025 Assessment Area One Bonds to be redeemed pursuant to Section 8.04 of the Master Indenture. Partial redemptions of 2025 Assessment Area One Bonds shall be made in such a manner that the remaining 2025 Assessment Area One Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining 2025 Assessment Area One Bond.

The 2025 Assessment Area One Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the 2025 Assessment Area One Bonds shall be made on the dates specified below.

(a)     Optional Redemption. The 2025 Assessment Area One Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all 2025 Assessment Area One Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of 2025 Assessment Area One Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the 2025 Assessment Area One Optional Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of 2025 Assessment Area One Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding 2025 Assessment Area One Bonds is substantially level.

(b)     Extraordinary Mandatory Redemption in Whole or in Part. The 2025 Assessment Area One Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on an Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the 2025 Assessment Area One Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i)     from 2025 Assessment Area One Prepayment Principal deposited into the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account (taking into account the credit from the 2025 Assessment Area One Reserve Account pursuant to Section 4.05 hereof) following a Prepayment in whole or in part of the 2025 Assessment Area One Special Assessments on any assessable property within the Assessment Area One – 2025 Project Area in accordance with the provisions of Section 4.05 of this Third Supplemental Indenture.

(ii) from moneys, if any, on deposit in the 2025 Assessment Area One Funds, Accounts and subaccounts in the Funds and Accounts (other than the 2025 Assessment Area One Rebate Fund, the 2025 Assessment Area One Costs of Issuance Account and the 2025 Assessment Area One Acquisition and Construction Account) sufficient to pay and redeem all Outstanding 2025 Assessment Area One Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the 2025 Assessment Area One Acquisition and Construction Account not otherwise reserved to complete the 2025 Assessment Area One Project (including any amounts transferred from the 2025 Assessment Area One Reserve Account) all of which have been transferred to the 2025 Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The 2025 Assessment Area One Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The 2025 Assessment Area One Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The 2025 Assessment Area One Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

Upon any redemption of 2025 Assessment Area One Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of 2025 Assessment Area One Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2025 Assessment Area



One Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all 2025 Assessment Area One Bonds in any year. In the event of a redemption occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

**SECTION 3.02.**     Notice of Redemption.     When required to redeem 2025 Assessment Area One Bonds under any provision of this Third Supplemental Indenture or directed to redeem 2025 Assessment Area One Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the 2025 Assessment Area One Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

**ARTICLE IV**  
**ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;**  
**ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;**  
**REMOVAL OF SPECIAL ASSESSMENT LIENS**

**SECTION 4.01.**      Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “2025 Assessment Area One Acquisition and Construction Account.” Net proceeds of the 2025 Assessment Area One Bonds shall be deposited into the 2025 Assessment Area One Acquisition and Construction Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture, together with any moneys transferred to the 2025 Assessment Area One Acquisition and Construction Account pursuant to the provisions of this Third Supplemental Indenture, and such moneys in the 2025 Assessment Area One Acquisition and Construction Account shall be applied by the Issuer as set forth in Section 5.01 of the Master Indenture, this Section 4.01(a) and the Acquisition Agreement. Subject to the provisions of Section 4.01(f) hereof, any moneys remaining in the 2025 Assessment Area One Acquisition and Construction Account after the Completion Date, and after the expenditure of all moneys remaining therein that have not been requisitioned after satisfaction of the Release Conditions #1 and Release Conditions #2, except for any moneys reserved therein for the payment of any costs of the 2025 Assessment Area One Project owed but not yet requisitioned, as evidenced in a certificate from the District Manager to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the 2025 Assessment Area One Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2025 General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account. Subject to the provisions of Section 4.01(f) hereof, the 2025 Assessment Area One Acquisition and Construction Account shall be closed upon the expenditure of all funds therein including moneys deposited therein as a result of satisfaction of the Release Conditions #1 and Release Conditions #2. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the 2025 Assessment Area One Acquisition and Construction Account and pay such moneys to the Person or Persons such requisition so directs. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2025 Costs of Issuance Account.” Net proceeds of the 2025 Assessment Area One Bonds shall be deposited into the 2025 Assessment Area One Costs of Issuance Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the 2025 Assessment Area One Costs of Issuance Account to pay the costs of issuing the 2025 Assessment Area One Bonds. Six months after the issuance of the 2025 Assessment Area One Bonds, any moneys remaining in the 2025 Assessment Area One Costs of Issuance Account in excess of the amount requested to be disbursed by the Issuer shall be deposited into the 2025 Assessment Area One Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the 2025 Assessment Area One Bonds shall be paid from excess 2025 Assessment Area One Pledged Revenues on deposit in the 2025 Assessment Area One Revenue Account pursuant to paragraph SEVENTH of Section 4.02

hereof. When there are no further moneys therein, the 2025 Assessment Area One Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the “2025 Assessment Area One Revenue Account.” 2025 Assessment Area One Special Assessments (except for Prepayments of 2025 Assessment Area One Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the 2025 Assessment Area One Prepayment Subaccount) shall be deposited by the Trustee into the 2025 Assessment Area One Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “2025 Assessment Area One Principal Account.” Moneys shall be deposited into the 2025 Assessment Area One Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “2025 Assessment Area One Interest Account.” Moneys deposited into the 2025 Assessment Area One Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Third Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the “2025 Assessment Area One Sinking Fund Account.” Moneys shall be deposited into the 2025 Assessment Area One Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Third Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the “2025 Assessment Area One Reserve Account.” Proceeds of the 2025 Assessment Area One Bonds shall be deposited into the 2025 Assessment Area One Reserve Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture, and such moneys, together with any other moneys deposited into the 2025 Assessment Area One Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Third Supplemental Indenture.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2025 Assessment Area One Reserve Account and transfer any excess therein above the 2025 Assessment Area One Reserve Requirement for the 2025 Assessment Area One Bonds caused by investment earnings to the 2025 Assessment Area One Acquisition and Construction Account before the Completion Date and after the Completion Date to the 2025 Assessment Area One Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the 2025 Assessment Area One Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the 2025 Assessment Area One Bonds to the 2025 Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the 2025 Assessment Area One Special Assessments and applied to redeem a portion of the 2025 Assessment Area One Bonds is less than the principal amount of 2025 Assessment Area One Bonds indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its 2025 Assessment Area One Special Assessments relating to the benefited property of such landowner within the Assessment Area One – 2025 Project Area within the District or as a result of a mandatory true-up payment, the Issuer shall cause the District Manager, on behalf of the Issuer to calculate the principal amount of such Prepayment taking into account a credit against the amount of the 2025 Assessment Area One Prepayment Principal due by the amount of money in the 2025 Assessment Area One Reserve Account that will be in excess of the applicable 2025 Assessment Area One Reserve Requirement, taking into account the proposed Prepayment. Such excess in the 2025 Assessment Area One Reserve Account shall be transferred by the Trustee to the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the 2025 Assessment Area One Reserve Account to the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account to be used for the extraordinary mandatory redemption of the 2025 Assessment Area One Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing and as further described in the next succeeding paragraph, upon satisfaction of the Release Conditions, the Trustee shall deposit such excess on deposit in the 2025 Assessment Area One Reserve Account to the 2025 Assessment Area One Acquisition and Construction Account and pay such amount deposited in the 2025 Assessment Area One Acquisition and Construction Account to the Person or Persons designated in a requisition in the form attached hereto as Exhibit “C” submitted by the Assessment Area One Developer within thirty (30) days of such transfer which requisition shall be executed by the Issuer and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided that there are Costs of the 2024 Project that were not paid from moneys initially deposited in the Series 2024 Acquisition and Construction Account and the Trustee has on file one or more properly executed unfunded requisitions. In the event there are multiple unfunded requisitions on file with the Trustee, the Trustee shall fund such requisitions in the order the Trustee has received them (from oldest to newest). In the event that there are no unfunded requisitions on file with the Trustee, such excess moneys transferred from the Series 2024 Reserve Account to the Series 2024 Acquisition and Construction Account shall be deposited into the Series 2024 General Redemption Subaccount of the Series 2024 Bond Redemption Account.

Upon satisfaction of the Release Conditions #1 or Release Conditions #2 as evidenced by a written certificate of the District Manager delivered to the Issuer and the Trustee, stating that

the Release Conditions #1 or Release Conditions #2 have been satisfied and setting forth the amount of the new 2025 Assessment Area One Reserve Requirement, to either fifty percent (50%) of the maximum annual debt service of the then Outstanding principal amount of the 2025 Assessment Area One Bonds, as calculated by the District Manager, upon satisfaction of Release Conditions #1 or ten percent (10%) upon satisfaction of Release Conditions #2 of the maximum annual debt service of the then Outstanding principal amount of the 2025 Assessment Area One Bonds as calculated by the District Manager. The excess amount in the 2025 Assessment Area One Reserve Account as a result of satisfaction of Release Conditions #1 or Release Conditions #2 shall be transferred by the Trustee to the 2025 Assessment Area One Acquisition and Construction Account. The Trustee may conclusively rely on such written certificate of the District Manager.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii), the District Manager on behalf of the Issuer shall calculate the applicable 2025 Assessment Area One Reserve Requirement and communicate the same to the Trustee and the Trustee shall apply any excess in the 2025 Assessment Area One Reserve Account toward such extraordinary mandatory redemption.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the “2025 Assessment Area One Bond Redemption Account” and within such Account, a “2025 Assessment Area One General Redemption Subaccount,” a “2025 Assessment Area One Optional Redemption Subaccount,” and a “2025 Assessment Area One Prepayment Subaccount.” Except as otherwise provided in this Third Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the 2025 Assessment Area One Bonds, moneys to be deposited into the 2025 Assessment Area One Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the 2025 Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account.

(h) Moneys that are deposited into the 2025 Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account (including all earnings on investments held therein) shall be used to call 2025 Assessment Area One Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account (including all earnings on investments held in such 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of 2025 Assessment Area One Bonds equal to the amount of money transferred to the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof.

(j) The Issuer hereby directs the Trustee to establish a 2025 Assessment Area One Rebate Fund designated as the “2025 Assessment Area One Rebate Fund.” Moneys shall be

deposited into the 2025 Assessment Area One Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Any moneys on deposit in the 2025 Assessment Area One Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the 2025 Assessment Area One Bonds pursuant to Section 3.01(a) hereof.

**SECTION 4.02.** 2025 Assessment Area One Revenue Account. The Trustee shall transfer from amounts on deposit in the 2025 Assessment Area One Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2025, to the 2025 Assessment Area One Interest Account of the Debt Service Fund, an amount equal to the interest on the 2025 Assessment Area One Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the 2025 Assessment Area One Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2025, to the 2025 Assessment Area One Interest Account of the Debt Service Fund, an amount equal to the interest on the 2025 Assessment Area One Bonds becoming due on the next succeeding May 1, less any amount on deposit in the 2025 Assessment Area One Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 2026, to the 2025 Assessment Area One Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of 2025 Assessment Area One Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the 2025 Assessment Area One Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding each May 1, which is a principal payment date for any 2025 Assessment Area One Bonds, to the 2025 Assessment Area One Principal Account of the Debt Service Fund, an amount equal to the principal amount of 2025 Assessment Area One Bonds Outstanding maturing on such May 1, less any amounts on deposit in the 2025 Assessment Area One Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the 2025 Assessment Area One Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the 2025 Assessment Area One Revenue Account to the 2025 Assessment Area One Interest Account, the amount necessary to pay interest on the 2025 Assessment Area One Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while 2025 Assessment Area One Bonds remain Outstanding, to the 2025 Assessment Area One Reserve Account, an amount equal to the amount, if any,

which is necessary to make the amount on deposit therein equal to the applicable 2025 Assessment Area One Reserve Requirement for the 2025 Assessment Area One Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be deposited into the 2025 Assessment Area One Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the 2025 Assessment Area One Bonds and next, any balance in the 2025 Assessment Area One Revenue Account shall remain on deposit in such 2025 Assessment Area One Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the 2025 Assessment Area One Rebate Fund , in which case, the Issuer shall direct the Trustee to make such deposit thereto.

**SECTION 4.03.**      Power to Issue 2025 Assessment Area One Bonds and Create Lien.

The Issuer is duly authorized under the Act and all applicable laws of the State to issue the 2025 Assessment Area One Bonds, to execute and deliver the Indenture and to pledge the 2025 Assessment Area One Pledged Revenues for the benefit of the 2025 Assessment Area One Bonds to the extent set forth herein. The 2025 Assessment Area One Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the 2025 Assessment Area One Bonds, except as otherwise permitted under the Master Indenture. The 2025 Assessment Area One Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the 2025 Assessment Area One Bonds under the Indenture against all claims and demands of all persons whomsoever.

**SECTION 4.04.**      2025 Assessment Area One Project to Conform to Consulting Engineers Report. Upon the issuance of the 2025 Assessment Area One Bonds, the Issuer will promptly proceed to construct or acquire the 2025 Assessment Area One Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

**SECTION 4.05.**      Prepayments; Removal of the 2025 Assessment Area One Special Assessment Liens.

(a) At any time any owner of property subject to the 2025 Assessment Area One Special Assessments may, at its option, or as a result of acceleration of the 2025 Assessment Area One Special Assessments because of non-payment thereof or as a result of true-up payment, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the 2025 Assessment Area One Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the 2025 Assessment Area One Special Assessment, which shall constitute 2025 Assessment Area One Prepayment Principal, plus accrued interest to the next succeeding Quarterly Redemption Date (or the next succeeding Quarterly Redemption Date if such Prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), attributable to the property subject to the 2025 Assessment Area One Special Assessment owned by such owner. In connection with such Prepayments, in the event the amount in the 2025 Assessment Area One Special Assessment will exceed the applicable 2025 Assessment Area One Reserve Requirement for the 2025 Assessment Area One

Bonds as a result of a Prepayment in accordance with this Section 4.05(a) and Section 4.01(f) and the resulting redemption of the 2025 Assessment Area One Bonds in accordance with Section 3.01(b)(i) of this Third Supplemental Indenture, the excess amount shall be transferred from the 2025 Assessment Area One Reserve Account to the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account as a credit against the 2025 Assessment Area One Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions to the Trustee of the District Manager upon which the Trustee may conclusively rely, on behalf of the Issuer, together with a certification stating that, after giving effect to such transfers sufficient moneys will be on deposit in the 2025 Assessment Area One Reserve Account to equal or exceed the then 2025 Assessment Area One Reserve Requirement for the 2025 Assessment Area One Bonds and which certificate of the District Manager will further state that, after giving effect to the proposed redemption of 2025 Assessment Area One Bonds, there will be sufficient 2025 Assessment Area One Pledged Revenues to pay the principal and interest, when due, on all 2025 Assessment Area One Bonds that will remain Outstanding.

(b) Upon receipt of 2025 Assessment Area One Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the 2025 Assessment Area One Special Assessment has been paid in whole or in part and that such 2025 Assessment Area One Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

(c) The Trustee may conclusively rely on the Issuer's determination of what moneys constitute 2025 Assessment Area One Prepayment Principal. The Trustee shall calculate the amount available for extraordinary mandatory redemption of the 2025 Assessment Area One Bonds pursuant to Section 3.01(b)(i) hereof forty-five (45) days before each Quarterly Redemption Date and will withdraw money from the 2025 Assessment Area One Reserve Account as a credit against the amount of Prepayment that is owed in an amount as directed by the Issuer or the District Manager on behalf of the Issuer in accordance with Section 4.01(f) hereof and Section 4.05(a) hereof. No credit shall be given if as a result the applicable 2025 Assessment Area One Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of \$5,000, the Trustee shall withdraw moneys from the 2025 Assessment Area One Revenue Account to round-up to an integral multiple of \$5,000 and deposit such amount into the 2025 Assessment Area One Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the 2025 Assessment Area One Revenue Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]



## **ARTICLE V**

### **COVENANTS AND DESIGNATIONS OF THE ISSUER**

**SECTION 5.01.**     Collection of 2025 Assessment Area One Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the 2025 Assessment Area One Special Assessments relating to the acquisition and construction of the 2025 Assessment Area One Project through the Uniform Method of Collection (the “Uniform Method”) afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the 2025 Assessment Area One Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands within Assessment Area One which have not yet been platted, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise, or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2025 Assessment Area One Special Assessments, and to levy the 2025 Assessment Area One Special Assessments in such manner as will generate funds sufficient to pay debt service on the 2025 Assessment Area One Bonds when due. All 2025 Assessment Area One Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

**SECTION 5.02.**     Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

**SECTION 5.03.**     Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the 2025 Assessment Area One Accounts and subaccounts therein created hereunder.

**SECTION 5.04.**     Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the 2025 Assessment Area One Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding Bonds. In addition, the Issuer covenants not to issue any other Bonds or debt obligations for capital projects, secured by special assessments on the land subject to the 2025 Assessment Area One Special Assessments, until the 2025 Assessment Area One Special Assessments are Substantially Absorbed. The Issuer’s covenants described above shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The Issuer shall provide the Trustee with a certification that the 2025 Assessment Area One Special Assessments are Substantially Absorbed and the Trustee may conclusively rely upon such certification and shall have no duty to verify if the 2025 Assessment Area One Special Assessments are Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by other Special

Assessments levied on the same lands as the 2025 Assessment Area One Special Assessments, at any time upon the written consent of the Majority Holders.

**SECTION 5.05.** Acknowledgement Regarding 2025 Assessment Area One Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the 2025 Assessment Area One Bonds are payable solely from the 2025 Assessment Area One Pledged Revenues. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that the 2025 Assessment Area One Pledged Revenues include, without limitation, all amounts on deposit in the 2025 Assessment Area One Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, and upon the occurrence of an Event of Default with respect to the 2025 Assessment Area One Bonds, (i) the 2025 Assessment Area One Pledged Revenues may not be used by the Issuer (whether to pay costs of the 2025 Assessment Area One Project or otherwise) without the consent of the Majority Holders, except to the extent that prior to the occurrence of an Event of Default, the Issuer had incurred a binding obligation with third parties for work on the 2025 Assessment Area One Project and payment is for such work, and (ii) the 2025 Assessment Area One Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The Issuer covenants not to enter into any contract regarding the 2025 Assessment Area One Project from and after the occurrence of an Event of Default without the written direction of the Majority Holders.

[END OF ARTICLE V]

**ARTICLE VI**  
**THE TRUSTEE; THE PAYING AGENT AND REGISTRAR**

**SECTION 6.01.**     Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent and Registrar for the 2025 Assessment Area One Bonds.

**SECTION 6.02.**     Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the 2025 Assessment Area One Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

**SECTION 6.03.**     Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

**SECTION 7.01.** Interpretation of Third Supplemental Indenture. This Third Supplemental Indenture amends and supplements the Master Indenture with respect to the 2025 Assessment Area One Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Third Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Third Supplemental Indenture shall be read and construed as one document.

**SECTION 7.02.** Amendments. Any amendments to this Third Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

**SECTION 7.03.** Counterparts and Electronically Signed and/or Transmitted Signatures. This Third Supplemental Indenture may be executed in counterparts, and all counterparts together shall be construed as one document. Executed counterparts of this Third Supplemental Indenture with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign or other electronic means may be used in the place of original signatures on this Third Supplemental Indenture. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Third Supplemental Indenture. The parties to this Third Supplemental Indenture hereby waive any defenses to the enforcement of the terms of this Third Supplemental Indenture based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Third Supplemental Indenture.

**SECTION 7.04.** Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Third Supplemental Indenture are hereby incorporated herein and made a part of this Third Supplemental Indenture for all purposes.

**SECTION 7.05.** Payment Dates. In any case in which an Interest Payment Date or the maturity date of the 2025 Assessment Area One Bonds or the date fixed for the redemption of any 2025 Assessment Area One Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

**SECTION 7.06.** No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the 2025 Assessment Area One Bonds.

**SECTION 7.07.** Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation

and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Westview South Community Development District has caused this Third Supplemental Trust Indenture to be executed by the Chairperson or Vice Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by an Assistant Secretary of its Board of Supervisors and U.S. Bank Trust Company, National Association has caused this Third Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year above written.

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: \_\_\_\_\_  
Name: Josh Kalin  
Title: Chairperson, Board of Supervisors

By: \_\_\_\_\_  
Name: Cindy Cerbone  
Title: Assistant Secretary, Board of Supervisors

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Trustee,  
Paying Agent and Registrar

By: \_\_\_\_\_  
Name: Amanda Kumar  
Title: Vice President

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Josh Kalin, Chairperson of Westview South Community Development District (the “Issuer”), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF FLORIDA  
 My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Cindy Cerbone, Assistant Secretary of Westview South Community Development District (the “Issuer”), who acknowledged that she did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that she appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
**NOTARY PUBLIC, STATE OF FLORIDA**  
 My commission expires \_\_\_\_\_



STATE OF FLORIDA                     )  
   ) SS:  
COUNTY OF BROWARD                     )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Amanda Kumar, a Vice President of U.S. Bank Trust Company, National Association, as Trustee (the “Trustee”), who acknowledged that she did so sign said instrument as such officer for and on behalf of the Trustee; that the same is her free act and deed as such officer, and the free act and deed of the Trustee; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF 2025 ASSESSMENT AREA ONE PROJECT**

The 2025 Assessment Area One Project includes, but is not limited to, the following improvements: [TO BE UPDATED]

- Stormwater management and control facilities, including, but not limited to, related earthwork;
- Water, sewer and reclaimed water systems, including connection fees;
- Roadway improvements;
- Landscaping, irrigation and hardscape in public rights of way;
- Conservation areas;
- The differential cost of undergrounding electric utilities;
- Off-site public improvements;
- Design and engineering; and
- Related incidental costs, including professional fees and contingency.

**EXHIBIT B**

[FORM OF 2025 ASSESSMENT AREA ONE BOND]

**R-1**

\$\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
COUNTIES OF OSCEOLA AND POLK  
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BOND, SERIES 2025  
(ASSESSMENT AREA ONE - 2025 PROJECT AREA)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
_____%	May 1, _____		961566

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Westview South Community Development District (the “Issuer”), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined 2025 Assessment Area One Bonds are in book-entry only form such presentation shall not be required), at the designated corporate trust office of U.S. Bank Trust Company, National Association, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the “Paying Agent”), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on a 360-day year of twelve 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing May 1, 2025 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as registrar (said U.S. Bank Trust Company, National Association and any successor registrar being herein called the “Registrar”) at the close of business on the fifteenth (15<sup>th</sup>) day (whether or not a Business Day) of the calendar month next preceding an interest payment date (the “Record Date”). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to May 1, 2025, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the

registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by U.S. Bank Trust Company, National Association, as Trustee (said U.S. Bank Trust Company, National Association and any successor trustee being herein called the “Trustee”), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, OSCEOLA AND POLK COUNTIES, FLORIDA (THE “COUNTIES”), THE STATE OF FLORIDA (THE “STATE”), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE 2025 ASSESSMENT AREA ONE SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTIES, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Westview South Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the “Act”), by Rules 42SSS-1.001, .002 and .003 enacted by the Florida Land and Water Adjudicatory Commission (collectively, the “Rule”), effective on October 24, 2022, designated as “Westview South Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area)” (the “Bonds” or the “2025 Assessment Area One Bonds”), in the aggregate principal amount of \_\_\_\_\_ MILLION AND 00/100 DOLLARS (\$\_\_\_\_\_.00) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The 2025 Assessment Area One Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and/or acquiring the 2025 Assessment Area One Project (as defined in the herein referred to Indenture). The 2025 Assessment Area One Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of July 1, 2023 (the “Master Indenture”), as amended by a Third Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2025 (the “Third Supplemental Indenture” and together with the Master Indenture, the “Indenture”), each by and between the Issuer and the Trustee, executed

counterparts of which are on file at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the 2025 Assessment Area One Bonds issued under the Indenture, the operation and application of the Debt Service Fund, the 2025 Assessment Area One Reserve Account within the Debt Service Reserve Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the 2025 Assessment Area One Bonds, the levy and the evidencing and certifying for collection, of the 2025 Assessment Area One Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the 2025 Assessment Area One Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the 2025 Assessment Area One Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the 2025 Assessment Area One Bonds outstanding, and as to other rights and remedies of the registered owners of the 2025 Assessment Area One Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for the 2025 Assessment Area One Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by 2025 Assessment Area One Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of the 2025 Assessment Area One Special Assessments to secure and pay the Bonds.

The 2025 Assessment Area One Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the 2025 Assessment Area One Bonds shall be made on the dates specified below. Upon any redemption of 2025 Assessment Area One Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of 2025 Assessment Area One Bonds in substantially equal annual

installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2025 Assessment Area One Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all 2025 Assessment Area One Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

#### Optional Redemption

The 2025 Assessment Area One Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all 2025 Assessment Area One Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of 2025 Assessment Area One Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the 2025 Assessment Area One Optional Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of 2025 Assessment Area One Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding 2025 Assessment Area One Bonds is substantially level.

#### Mandatory Sinking Fund Redemption

The 2025 Assessment Area One Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any 2025 Assessment Area One Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

	<b>Mandatory Sinking Fund</b>
<b><u>Year</u></b>	<b><u>Redemption Amount</u></b>

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\*Maturity

The 2025 Assessment Area One Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any 2025 Assessment Area One Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The 2025 Assessment Area One Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the 2025 Assessment Area One Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any 2025 Assessment Area One Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on an Interest Payment Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from 2025 Assessment Area One Prepayment Principal deposited into the 2025 Assessment Area One Prepayment Subaccount of the 2025 Assessment Area One Bond Redemption Account (taking into account the credit from the 2025 Assessment Area One Reserve Account pursuant to Section 4.05 hereof) following a Prepayment in whole or in part of the 2025 Assessment Area One Special Assessments on any assessable property within the Assessment Area One – 2025 Project Area in accordance with the provisions of Section 4.05 of the Third Supplemental Indenture.

(ii) from moneys, if any, on deposit in the 2025 Assessment Area One Funds, Accounts and Subaccounts in the Funds and Accounts (other than the 2025 Assessment Area One Rebate Fund, the 2025 Assessment Area One Costs of Issuance Account and the 2025 Assessment Area One Acquisition and Construction Account) sufficient to pay and redeem all Outstanding 2025 Assessment Area One Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the 2025 Assessment Area One Acquisition and Construction Account not otherwise reserved to complete the 2025 Assessment Area One Project (including any amounts transferred from the 2025 Assessment Area One Reserve Account) all of which have been transferred to the 2025 Assessment Area One General Redemption Subaccount of the 2025 Assessment Area One Bond Redemption Account.



Except as otherwise provided in the Indenture, if less than all of the Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Bonds to be redeemed shall be selected randomly by the Trustee, as provided in the Indenture.

Notice of each redemption of the Bonds is required to be mailed by the Trustee by class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Trustee or the Paying Agent, all as provided in the Indenture, the Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Trustee or the Paying Agent. Further notice of redemption shall be given by the Trustee to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Master Indenture.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Bonds as to the trust estate with respect to such Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Bonds at the designated corporate trust office of the Registrar in Fort Lauderdale, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Westview South Community Development District has caused this Bond to be signed by the manual signature of the Chairperson or Vice Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of the Assistant Secretary of its Board of Supervisors, all as of the date hereof.

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Chairperson/Vice Chairperson  
Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Assistant Secretary, Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: \_\_\_\_\_

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Vice President

## STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Osceola County, Florida, rendered on the 13<sup>th</sup> day of April, 2023.

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Chairperson/Vice Chairperson  
Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Assistant Secretary, Board of Supervisors

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

Under Uniform Transfer to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the above list.

## ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

(please print or typewrite name and address of assignee)

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

---

**NOTICE:** Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

---

**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

---

Please insert social security or other identifying number of Assignee.

## **EXHIBIT C**

### **FORMS OF REQUISITIONS**

#### **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA ONE - 2025 PROJECT AREA)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Westview South Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of July 1, 2023, as supplemented by that certain Third Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2025 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee:
- (D) Amount Payable:
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*2025 Assessment Area One Acquisition and Construction Account of the  
Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the 2025 Assessment Area One Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2025 Assessment Area One Project; and
4. each disbursement represents a Cost of 2025 Assessment Area One Project which has not previously been paid.



The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Responsible Officer

Date: \_\_\_\_\_

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2025 Assessment Area One Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2025 Assessment Area One Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2025 Assessment Area One Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2025 Assessment Area One Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2025 Assessment Area One Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2025 Assessment Area One Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.

\_\_\_\_\_  
Consulting Engineer

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA ONE - 2025 Project AREA)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Westview South Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of July 1, 2023, as supplemented by that certain Third Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2025 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:  
  
*2025 Assessment Area One Costs of Issuance Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

1. this requisition is for costs of issuance payable from the 2025 Assessment Area One Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2025 Assessment Area One Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the 2025 Assessment Area One Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Responsible Officer

Date: \_\_\_\_\_

## EXHIBIT D

### FORM OF INVESTOR LETTER

[Date]

FMSbonds, Inc.  
20660 W. Dixie Highway  
North Miami Beach, FL 33180

Re: \$\_\_\_\_\_ Westview South Community Development District Special  
Assessment Bonds, Series 2025 (Assessment Area One - 2025 Project Area)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of \$\_\_\_\_\_ of the above-referenced Bonds [state maturing on May 1, \_\_\_\_\_, bearing interest at the rate of \_\_\_\_% per annum and CUSIP #] (herein, the "Investor Bonds").

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

☐ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust

partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

☐ a business in which all the equity owners are “accredited investors”;

☐ a natural person who has individual net worth, or joint net worth with the person’s spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

☐ a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;

☐ a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;

☐ an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;

☐ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for “accredited investor” status;

☐ a “family office” with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or

☐ a “family client” of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2025 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Or

\_\_\_\_\_  
[Name], an Individual

704897259v5

**EXHIBIT D**

**FORM OF THIRD SUPPLEMENTAL TRUST INDENTURE**

704896242v4

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **13**



RESOLUTION 2025-04

[SUPPLEMENTAL ASSESSMENT RESOLUTION  
WITH DELEGATION OF AUTHORITY -  
WESTVIEW SOUTH - ASSESSMENT AREA THREE]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA THREE); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the Westview South Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolution No. 2023-36 ("**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

**WHEREAS**, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

**WHEREAS**, on March 12, 2025 and in order to finance all or a portion of what is known as the "Assessment Area Three Project" (herein, "**Project**"), the District adopted Resolution 2025-03 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Capital Improvement Revenue Bonds, Series 2025 (Assessment Area Three) ("**Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

**WHEREAS**, the District intends to secure the Bonds by levying debt service special assessments ("**Assessments**") pursuant to the terms of the Master Assessment Resolution, in accordance with the supplemental trust indenture applicable to the Bonds and associated financing documents; and

**WHEREAS**, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Assessments, among other actions.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT AS  
FOLLOWS:**

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. The *Second Supplemental Engineer's Report*, attached to this Resolution as **Exhibit A ("Engineer's Report")**, identifies and describes, among other things, the presently expected components and estimated costs of the Project. The District hereby confirms that the Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a herein.
- b. The *Final Second Supplemental Special Assessment Methodology Report*, attached to this Resolution as **Exhibit B ("Supplemental Assessment Report")**, applies the *Master Special Assessment Methodology Report* dated December 8, 2022, as amended by the *Amended and Restated Master Special Assessment Methodology Report*, dated April 12, 2023 (together, "**Master Assessment Report**") to the Project and the actual terms of the Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a. herein.
- c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the Project benefits all developable property within the "Assessment Area Three," as further described in **Exhibit C** attached hereto ("**Assessment Area**"). Moreover, the benefits from the Project funded by the Bonds equal or exceed the amount of the Assessments, as described in **Exhibit B**, and such the Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the Project to be financed with the Bonds to the specially benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As

provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Bonds and the final amount of the lien of the Assessments. In connection with the closing on the sale of the Bonds, District Staff is authorized to:

- a. Prepare final versions of the Engineer's Report and Supplemental Assessment Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:
  - i. the Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and Delegated Award Resolution,
  - ii. the final versions shall be approved by the Chairman or, in the Chairman's absence, the Vice Chairman, and in the absence or unavailability of the Vice Chairman, any other member of the Board, which approval shall be conclusively evidenced by execution of the Bond Purchase Contract and closing on the Bonds, and
  - iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of Assessments pledged to the issuance of the Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, and shall all be as set forth in the final Supplemental Assessment Report.
- b. After pricing of the Bonds, the District Manager is directed to attach a **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Bonds, (ii) Sources and Uses of Funds for Bonds, and (iii) Annual Debt Service Payment Due on Bonds; and
- c. Upon closing on the District's Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Assessments in the Official Records of the County in which the District is located, or such other instrument evidencing the actions taken by the District. The lien of the Assessments shall be the principal amount due on the Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s), and shall cover all developable acreage within the Assessment Area, as further provided in the assessment roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage.

5. **ALLOCATION AND COLLECTION OF THE ASSESSMENTS.**

- a. The Assessments shall be allocated in accordance with **Exhibit B**. The final Assessment Report to be attached as **Exhibit B** shall reflect the actual terms of the issuance of the Bonds.
- b. The Master Assessment Resolution sets forth the terms for collection and enforcement of the Assessments. The District hereby certifies the Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. The District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law

and the applicable trust indenture in order to provide for the timely payment of debt service (and after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Assessments and present same to the Board as required by law.

6. **IMPACT FEE CREDITS.** Consistent with the Master Assessment Resolution, and without intending to limit the same, and in lieu of receiving impact fee credits from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address any impact fee credits applicable to the Project.

7. **PREPAYMENT OF ASSESSMENTS.** Any owner of property subject to the Assessments may, at its option, pre-pay the entire amount of the Assessments any time, or a portion of the amount of the Assessments up to two (2) times (or as otherwise provided by the Supplemental Indenture for the Bonds), plus any applicable interest (as provided for in the Supplemental Indenture for the Bonds), attributable to the property subject to the Assessments owned by such owner. In connection with any prepayment of Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, the terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the closing on the District's Bonds, the Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **ADDITIONAL AUTHORIZATION.** The Chairman, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds, and final levy of the Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by this Resolution. The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder, and in the absence of the Chairman and Vice Chairman, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS.** This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

12.     **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

13.     **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[CONTINUED ON NEXT PAGE]

**APPROVED** and **ADOPTED** this 12th day of March, 2025.

ATTEST:

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A:** *Second Supplemental Engineer's Report*  
**Exhibit B:** *Final Second Supplemental Special Assessment Methodology Report*  
**Exhibit C:** Legal Description of the Assessment Area  
**Comp. Exhibit D:** Maturities and Coupon of Bonds  
Sources and Uses of Funds for Bonds  
Annual Debt Service Payment Due on Bonds

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **14A**

This instrument was prepared by:

Jere Earlywine  
Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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**COLLATERAL ASSIGNMENT AGREEMENT  
(2025 BONDS)**

**THIS COLLATERAL ASSIGNMENT AGREEMENT (“Agreement”)** is made and entered into, by and between:

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**LT WESTVIEW, LLC**, a Delaware limited liability company, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 (“**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, including roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the District proposes to issue Capital Improvement Revenue Bonds, Series 2025 (“**Bonds**”) to finance certain public infrastructure for the District’s “2025 Project” (“**Project**”), which consists the portions of the capital improvement plan necessary for the development of “Neighborhoods 1, 2B, 4 and 5” a/k/a “**Assessment Area Three**” as defined in that certain *Second Supplemental Engineer’s Report*, dated \_\_\_\_\_; and

**WHEREAS**, the security for the repayment of the Bonds is the special assessments (“**Assessments**”) levied against benefitted lands within Assessment Area Three (together, “**Property**”), the legal description of which is attached hereto as **Exhibit A**; and



**WHEREAS**, the District is presently planned to include certain planned product types and units<sup>1</sup> (as used herein with respect to the planned units and/or the undeveloped lands within the Property that may be developed into the planned units and that will fully secure the Assessments, “**Lots**”) within the Property; and

**WHEREAS**, “**Development Completion**” will occur when the District’s Project is complete, all Lots have been developed, and all other infrastructure work necessary to support the Lots has been completed; and

**WHEREAS**, in the event of default in the payment of the Assessments, the District has certain remedies – namely, if the Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, “**Remedial Rights**”); and

**WHEREAS**, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community; and

**WHEREAS**, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property.

**NOW, THEREFORE**, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer and the District agree as follows:

1. **COLLATERAL ASSIGNMENT.**

**Development Rights.** The Developer hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Developer at execution of this Agreement or subsequently acquired by the Developer, all of the Developer’s development rights relating to development of the Property and/or the Project (herein, collectively, “**Development Rights**”), as security for the Developer’s payment and performance and discharge of its obligation to pay the Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property and/or the Project:

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

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<sup>1</sup> The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Developer is obligated to develop sufficient residential units (i.e., presently planned for \_\_\_\_ residential units, or \_\_\_\_ EAUs) that would absorb the full allocation of Assessments securing the Bonds, where such Assessments are based on the assessment levels for each product type established in the *Final Second Supplemental Special Assessment Methodology Report*, dated \_\_\_\_.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for public buildings and other public improvements relating to the Property.

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.

(g) All declarant's rights under any homeowner's association or other similar governing entity with respect to the Property.

(h) All impact fee credits.

(i) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

**Exclusions.** Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Platted Lots conveyed to unaffiliated homebuilders or end-users, or (ii) any property which has been conveyed to the general purpose local government(s), the District, any utility provider, or any governmental or quasi-governmental entity as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "**Permitted Transfer**").

**Rights Inchoate.** The assumption of rights under this Agreement shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the Assessments levied against the Property; provided, however, that such assignment shall only be absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a Lot is conveyed to an unaffiliated homebuilder or end-user, in which event such Lot shall be released automatically herefrom.

**Rights Severable.** To the extent that any Development Rights apply to the Property and additional lands, or to Property that is the subject of a Permitted Transfer, the Developer shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

2. **WARRANTIES BY DEVELOPER.** The Developer represents and warrants to the District that:

(a) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.

(b) The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.

(c) No action has been brought or threatened which would in any way interfere with the right of the Developer to execute this Agreement and perform all of the Developer's obligations herein contained.

(d) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a Permitted Transfer.

3. **COVENANTS.** The Developer covenants with District that during the Term (as defined herein):

(a) The Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Developer relating to the Development Rights and (ii) give notice to the District of any claim of default relating to the Development Rights given to or by the Developer, together with a complete copy of any such claim.

(b) The Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments, other than satisfying any true-up obligations to the District; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.

4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "Event of Default" under this Agreement. An Event of Default shall also include the transfer of title to Lots owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Lots through the sale of tax certificates.

5. **REMEDIES UPON DEFAULT.** Upon an Event of Default, the District or its designee may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

(a) Perform any and all obligations of the Developer relating to the Development Rights and exercise any and all rights of the Developer therein as fully as the Developer could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale.

6. **AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District or its designee upon written notice and request from the District.

Any such performance in favor of the District or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.

7. **SECURITY AGREEMENT.** This Agreement shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

8. **TERM; TERMINATION.** Unless the assignment of Development Rights becomes absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are with respect to lands that are the subject of the Permitted Transfer (herein, the "**Term**").

9. **AMENDMENT.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 15.

10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

11. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

15. **THIRD PARTY BENEFICIARIES.** Except as set forth in the following paragraph, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

16. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

17. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

18. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

19. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

20. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES TO FOLLOW]

**WHEREFORE**, the parties below execute the *Collateral Assignment Agreement* to be effective as of the \_\_\_\_\_, 2025.

**WITNESS**

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

[SIGNATURE PAGE FOR COLLATERAL ASSIGNMENT AGREEMENT]

**WITNESS**

**LT WESTVIEW, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of **LT WESTVIEW, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A:** Legal Description for Property



# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **14B**

**COMPLETION AGREEMENT  
(2025 BONDS)**

**THIS COMPLETION AGREEMENT (“Agreement”)** is made and entered into, by and between:

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (**“District”**); and

**LT WESTVIEW, LLC**, a Delaware limited liability company, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 (**“Developer”**).

**RECITALS**

**WHEREAS**, the District was established by ordinance pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the developer of certain lands in within the boundaries of the District; and

**WHEREAS**, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the “2025 Project” (**“Project”**);

**WHEREAS**, the Project consists of the portions of the capital improvement plan necessary for the development of “Neighborhoods 1, 2B, 4 and 5” a/k/a **“Assessment Area Three”** as described in that certain *Second Supplemental Engineer’s Report*, dated \_\_\_\_\_ (**“Engineer’s Report”**), which is attached to this Agreement as **Exhibit A**; and

**WHEREAS**, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of its Capital Improvement Revenue Bonds, Series 2025 (**“Bonds”**); and

**WHEREAS**, the Developer and the District hereby agree that the District will be obligated only to issue the Bonds to fund the Project and, subject to the terms and conditions of this Agreement, the Developer will make provision for any additional funds that may be needed in the future for the completion of the Project.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **COMPLETION OF PROJECT.** The Developer and District agree and acknowledge that the District's proposed Bonds will provide only a portion of the funds necessary to complete the Project. Therefore, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related work product and soft costs (together, "**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and mean, as described below, by which the District and the Developer have elected to provide any and all portions of the Remaining Improvements not funded by the Bonds (including any amounts available in the applicable acquisition and construction account as well as debt service reserve accounts, as established for the Bonds pursuant to the terms of the applicable trust indenture(s)).

- a. **Subject to Existing Contract** - When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.
- b. **Not Subject to Existing Contract** – When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements.
- c. **Future Bonds** – Subject to the terms of the *Acquisition Agreement*, dated \_\_\_\_\_ ("**Acquisition Agreement**") entered into by the parties, the parties agree that any funds provided by Developer to fund the Remaining Improvements may be later payable from, and the District's acquisition of the Remaining Improvements may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities (including but not limited to any Remaining Improvements) and from the issuance of such future bonds, the District shall reimburse Developer to the extent that there are proceeds available from such future bonds, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Bonds – to provide funds for any portion of the Remaining Improvements. The Developer shall be required to meet its obligations hereunder and complete the Project regardless whether the District issues any future bonds (other than

the Bonds) or otherwise pays the Developer for any of the Remaining Improvements. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Developer for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

### **3. OTHER CONDITIONS AND ACKNOWLEDGMENTS**

- a. ***Material Changes to Project*** – The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Project may change from that described in the Engineer’s Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes, and shall require the consent of the Developer and the District, as well as the Trustee to the extent required by Section 9. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Project is materially changed in response to a requirement imposed by a regulatory agency.
- b. ***Conveyances*** – The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer’s Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. Further, all such conveyances shall done in a manner consistent with the Acquisition Agreement and, without intending to limit the same, shall include all necessary real property interests for the District to own, operate and maintain the Remaining Improvements. Further, and in addition to any requirements under the Acquisition Agreement, such conveyances shall also include all right, title, interest, and benefit of the Developer, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, with respect to the creation of the Remaining Improvements.

4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project with the proceeds of the Bonds in the event of such a default. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

5. **ATTORNEYS’ FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be

entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

7. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

9. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

10. **ASSIGNMENT.** The District and the Developer may only assign this Agreement or any monies to become due hereunder with the prior written approval of the other, and only after satisfaction of the conditions set forth in Section 9 above.

11. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer, and only after satisfaction of the conditions set forth in Section 9 above.

12. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

13. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

14. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

15. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

16. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON NEXT PAGE]

**WHEREFORE**, the parties below execute the *Completion Agreement (2025 Bonds)* to be effective as of the \_\_ day of \_\_\_\_\_, 2025.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LT WESTVIEW, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A:**     *Second Supplemental Engineer's Report*, dated \_\_\_\_\_

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **14C**



This instrument was prepared by:

Jere Earlywine  
Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
DECLARATION OF CONSENT  
(2025 BONDS)**

**LT WESTVIEW, LLC**, a Delaware limited liability company, together with its successors and assigns (together, “**Landowner**”), represents that it is the owner of 100% of the land described in **Exhibit A** attached hereto and made a part hereof (“**Property**”), and further declares, acknowledges and agrees as follows:

1. The Westview South Community Development District (“**District**”) is, and has been at all times, on and after October 24, 2022, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Florida Land and Water Adjudicatory Commission, and all documentation filed with Osceola and Polk Counties, relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Rules 42SSS-1.001, .002, and .003, Florida Administrative Code, effective October 24, 2022, were duly and properly enacted in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from October 24, 2022, to and including the date of this Declaration; and (d) the Property is within the boundaries of the District and subject to the District’s jurisdiction and authority.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2023-36 and 2025-\_\_ (collectively, “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on the Property (together, “**Assessments**”). Such Assessments, which may include “true-up” payments pursuant to the terms of the Assessment Resolutions, are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments (including any “true-up” payments), the Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of its Capital Improvement Revenue Bonds, Series 2025 (Assessment Area Three), or securing payment thereof (“**Financing Documents**”), are, to the extent of the Landowner’s obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments (including any “true-up” payments) and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute

or object to the Assessment Resolutions, the Assessments (including any “true-up” payments), the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year. Notwithstanding anything to the contrary herein, nothing in this Declaration of Consent is intended to make the Assessments a personal obligation of the Developer.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, or in part up to two times, and in either case with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. Pursuant to Section 197.3632(4)(b), *Florida Statutes*, the Landowner hereby expressly waives any and all notice requirements for use of the Uniform Method of Collection.

6. Landowner further agrees that, as part of the Assessments, the Property is subject to the true-up provisions established under the District’s Assessment Resolutions and set forth in the *Final Second Supplemental Special Assessment Methodology Report*, dated \_\_\_\_\_, and available at the offices of the District Manager as provided herein. The true-up mechanisms, which are incorporated herein by reference, are applicable to plats and re-plats.

7. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District’s Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (561)571-0010.

**THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.**

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[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as the \_\_\_ day of \_\_\_\_\_, 2025.

**WITNESS**

**LT WESTVIEW, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of LT WESTVIEW, LLC, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A:** Legal Description of Property

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **14D**

This instrument was prepared by:

Jere Earlywine  
Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
DISCLOSURE OF PUBLIC FINANCE  
(2025 BONDS)**

The Westview South Community Development District ("**District**") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

**2025 PROJECT, BONDS & ASSESSMENTS**

On \_\_\_\_\_, 2025, the District issued its Capital Improvement Revenue Bonds, Series 2025 (Assessment Area Three) ("**Bonds**") to finance a portion of its capital improvement plan known as the "2025 Project" ("**Project**"). The Project consists of the portions of the capital improvement plan necessary for the development of "Neighborhoods 1, 2B, 4 and 5" a/k/a "**Assessment Area Three**" as described in that certain *Second Supplemental Engineer's Report*, dated \_\_\_\_\_ ("**Engineer's Report**").

The Bonds are secured by special assessments ("**Assessments**") levied and imposed on the benefitted lands within the District. The Assessments are further described in the *Final Second Supplemental Special Assessment Methodology Report*, dated \_\_\_\_\_, 2025 (together, the "**Assessment Report**").

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (561)571-0010. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the foregoing Disclosure of Public Finance has been executed to be effective as of the \_\_ day of \_\_\_\_\_, 2025.

**WITNESS**

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Westview South Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A:** Legal Description of Boundaries of District

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **14E**

This instrument was prepared by:

Jere Earlywine  
Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD  
(2025 BONDS)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the EA McKinnon Groves Community Development District ("**District**") in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. 2023-36 and 2025-\_\_ (together, "**Assessment Resolutions**"). The Assessment Resolutions levy and impose one or more non-ad valorem, debt service special assessment lien(s) ("**Assessments**"), which are levied on the property known as "Neighborhoods 1, 2B, 4 and 5" a/k/a "Assessment Area Three" ("**Assessment Area**") described in **Exhibit A**.

The Assessments secure the District's repayment of debt service on the District's Capital Improvement Revenue Bonds, Series 2025 ("**Bonds**"). The Bonds are intended to finance a portion of the District's "**Project**" (a/k/a "2025 Project"), which consist of the portions of the capital improvement plan necessary for the development of \_\_\_\_\_ as defined in that certain *Second Supplemental Engineer's Report*, dated \_\_\_\_\_ ("**Engineer's Report**"). The Assessments are further described in the *Final Second Supplemental Special Assessment Methodology Report*, dated \_\_\_\_\_, 2025 (together, "**Assessment Report**"). A copy of the Engineer's Report, Assessment Report and Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity, or by contacting the District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (561)571-0010.

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Assessments, the Assessment Resolutions require that certain "True-Up Payments" be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS,**



**OR BOTH TAXES AND ASSESSMENTS, ON THE ASSESSMENT AREA. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**IN WITNESS WHEREOF**, this Notice has been executed to be effective as of the date of closing on the Bonds, and recorded in the Public Records of the County in which the District is located.

**WITNESS**

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **14F**

This instrument was prepared by:

Jere Earlywine  
Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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**TRUE-UP AGREEMENT  
(2025 BONDS)**

**THIS TRUE-UP AGREEMENT (“Agreement”)** is made and entered into by and between:

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**LT WESTVIEW, LLC**, a Delaware limited liability company, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 (“**Developer**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is currently the owner and developer of the lands (“**Property**”) within the District, as described in **Exhibit A** attached hereto; and

**WHEREAS**, for the benefit of the Property, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “2025 Project” (“**Project**”) and as defined in the *Second Supplemental Engineer’s Report*, dated \_\_\_\_\_ 2025 (“**Engineer’s Report**”); and

**WHEREAS**, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of its \$\_\_\_\_\_ Capital Improvement Revenue Bonds, Series 2025 (Assessment Area Three) (“**2025 Bonds**”); and

**WHEREAS**, pursuant to Resolution Nos. 2023-36 and 2025-\_\_ (together, “**Assessment Resolutions**”), the District has taken certain steps necessary to impose debt service special assessment lien(s) (“**Debt Assessments**”) on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the 2025 Bonds; and

**WHEREAS**, as part of the Assessment Resolutions, the District adopted the *Master Special Assessment Methodology Report* dated December 8, 2022, as amended by the *Amended and Restated Master Special Assessment Methodology Report*, dated April 12, 2023, as supplemented by the *Final Second Supplemental Special Assessment Methodology Report*, dated \_\_\_\_\_, 2025 (together, "**Assessment Report**"), which is on file with the District and expressly incorporated herein by this reference; and

**WHEREAS**, Developer agrees that the Property benefits from the timely design, construction, or acquisition of the Project; and

**WHEREAS**, Developer agrees that the Debt Assessments, which were imposed on the Property, have been validly imposed and constitute valid, legal, and binding liens upon the Property; and

**WHEREAS**, the Assessment Resolutions together with the Assessment Report provide that as the Property is platted, the allocation of the amounts assessed to and constituting a lien upon the Property would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the Property, which assumptions were provided by Developer; and

**WHEREAS**, Developer intends to plat and develop the Property based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

**WHEREAS**, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a "true-up" mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as a result of actual platting.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the Debt Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other state liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Debt Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Debt Assessments. Developer further agrees that to the extent Developer fails to timely pay all Debt Assessments collected by mailed notice of the District, said unpaid Debt Assessments (including True-Up Payments) may be

placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

3. **WAIVER OF PREPAYMENT RIGHT.** Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Debt Assessments without interest within thirty (30) days of completion of the improvements.

4. **SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS.** The Assessment Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, "**Proposed Plat**") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or this Agreement. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Debt Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Debt Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Debt Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of Debt Assessments for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Debt Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall require the Developer(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands (as applicable) to pay a "**True-Up Payment**" equal to the shortfall in Debt Assessments resulting from the reduction of planned units plus any applicable interest and/or collection fees. Any True-Up Payment shall become immediately due and payable prior to platting or re-platting by the Developer of the lands subject to the Proposed Plat, shall be separate from and not in lieu of the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the 2025 Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the 2025 Bonds)).

All Debt Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Debt Assessments in the form of the herein described True-Up Payments shall become immediately due and payable. This true-up process applies for both plats and/or re-plats.

5. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligations to pay the portion of the Debt Assessments which constitutes the True-Up Payment and to abide by the requirements of the reallocation of Debt Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include,

but not be limited to, the right of damages, injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

6. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Developer and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Developer shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement, but only to the extent this Agreement applies to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder is automatically and forever released from the terms and conditions of this Agreement.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer, but only after satisfaction of the conditions set forth in Section 12.

9. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

10. **NOTICE.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on

property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

11. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

12. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2025 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the 2025 Bonds, which consent shall not be unreasonably withheld.

13. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

14. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]



**WHEREFORE**, the parties below execute the *True-Up Agreement (2025 Bonds)* to be effective as of the date of closing on the 2025 Bonds.

**WITNESS**

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

**WITNESS**

**LT WESTVIEW, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of LT WESTVIEW, LLC, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A:** Legal Description for Property

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **15**

**Westview South Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2023**

**Westview South Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2023**

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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## REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors  
Westview South Community Development District  
Osceola and Polk Counties, Florida

### Report on Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the governmental activities and each major fund of Westview South Community Development District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Westview South Community Development District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors  
Westview South Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

### ***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors  
Westview South Community Development District

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued a report dated December 17, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Westview South Community Development District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

December 17, 2024



**Westview South Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Fiscal Year Ended September 30, 2023**

Management's discussion and analysis of Westview South Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments and developer contributions.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

*Fund financial statements* present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Westview South Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Fiscal Year Ended September 30, 2023**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

**Financial Highlights**

The following are the highlights of financial activity for the fiscal year ended September 30, 2023.

- ◆ The District's liabilities exceeded assets by \$(340,244) (net position). Unrestricted net position was \$(1,317,396). Restricted net position was \$977,152.
- ◆ Governmental activities revenues totaled \$1,879,436, while governmental activities expenses totaled \$2,219,680.

**Westview South Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Fiscal Year Ended September 30, 2023**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

**Net Position**

	<b>Governmental Activities <u>2023</u></b>
Current assets	\$ 64,666
Restricted assets	47,398,131
Capital Assets	<u>11,813,784</u>
Total Assets	<u>59,276,581</u>
Current liabilities	4,377,965
Noncurrent liabilities	<u>55,238,860</u>
Total Liabilities	<u>59,616,825</u>
Net Position	
Restricted	977,152
Unrestricted	<u>(1,317,396)</u>
Total Net Position	<u><u>\$ (340,244)</u></u>

This is the initial year of operations. The District issued long-term debt in July 2023.

**Westview South Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Fiscal Year Ended September 30, 2023**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

**Change In Net Position**

	<b>Governmental Activities 2023</b>
Program Revenues	
Charges for services	\$ 1,552,874
Contributions	97,593
General Revenues	
Investment income	228,969
Total Revenues	<u>1,879,436</u>
Expenses	
General government	89,190
Physical environment	18,925
Interest and other charges	2,111,565
Total Expenses	<u>2,219,680</u>
Change in Net Position	(340,244)
Net Position - Beginning of Year	<u>-</u>
Net Position - End of Year	<u><u>\$ (340,244)</u></u>

This is the initial year of operations. The interest and other charges expense is related to the cost of issuance of long-term debt.

**Westview South Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Fiscal Year Ended September 30, 2023**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Capital Assets Activity**

The following schedule provides a summary of the District's capital assets as of September 30, 2023.

<u>Description</u>	<u>Governmental Activities</u>
	<u>2023</u>
Construction in progress	<u>\$ 11,813,784</u>

The activity for the year consisted of additions to construction in progress of \$11,813,784.

**General Fund Budgetary Highlights**

Actual expenditures were more than the final budget because there were more legal advertising and environmental services expenditures than were anticipated.

The September 30, 2023 budget was amended for legal advertisement expenditures that were more than originally anticipated.

**Debt Management**

Governmental Activities debt includes the following:

- In July 2023, the District issued \$48,000,000 Series 2023 Special Assessment Bonds, Assessment Area One. The bonds were issued to finance a portion of the cost of acquisition and construction of the 2023 Assessment Area One Project. The balance outstanding at September 30, 2023 was \$48,000,000.
- In July 2023, the District issued \$8,740,000 Series 2023 Special Assessment Bonds, Assessment Area Two. The bonds were issued to finance a portion of the cost of acquisition and construction of the 2023 Assessment Area Two Project. The balance outstanding at September 30, 2023 was \$8,740,000.

**Economic Factors and Next Year's Budget**

Westview South Community Development District will continue to develop in 2024 as the District continues construction. The District cannot determine the effect on the financial position or results of operations during fiscal year 2024.

**Request for Information**

The financial report is designed to provide a general overview of Westview South Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Westview South Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**Westview South Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2023**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Current Assets	
Cash	\$ 18,180
Due from developer	46,486
Total Current Assets	<u>64,666</u>
Non-current Assets	
Restricted Assets	
Investments	47,398,131
Capital Assets, not being depreciated	
Construction in progress	11,813,784
Total Assets	<u>59,276,581</u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable and accrued expenses	66,555
Contracts/retainage payable	2,209,389
Due to developer	645,778
Accrued interest	666,243
Bonds payable	790,000
Total Current Liabilities	<u>4,377,965</u>
Noncurrent Liabilities	
Bonds payable, net	55,238,860
Total Liabilities	<u>59,616,825</u>
<b>NET POSITION</b>	
Restricted for debt service	977,152
Unrestricted	(1,317,396)
Net Position	<u>\$ (340,244)</u>

See accompanying notes to financial statements.

**Westview South Community Development District**  
**STATEMENT OF ACTIVITIES**  
For the Fiscal Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues		Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Governmental Activities
Governmental Activities				
General government	\$ (89,190)	\$ -	\$ 80,510	\$ (8,680)
Physical environment	(18,925)	-	17,083	(1,842)
Interest and other charges	(2,111,565)	1,552,874	-	(558,691)
Total Governmental Activities	<u>\$ (2,219,680)</u>	<u>\$ 1,552,874</u>	<u>\$ 97,593</u>	<u>(569,213)</u>
General Revenues				
Investment income				<u>228,969</u>
Change in Net Position				(340,244)
Net Position - October 1, 2022				<u>-</u>
Net Position - September 30, 2023				<u>\$ (340,244)</u>

See accompanying notes to financial statements.

**Westview South Community Development District**  
**BALANCE SHEET –**  
**GOVERNMENTAL FUNDS**  
**September 30, 2023**

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 18,180	\$ -	\$ -	\$ 18,180
Due from developer	46,486	-	-	46,486
Restricted Assets				
Investments	-	6,323,581	41,074,550	47,398,131
Total Assets	<u>\$ 64,666</u>	<u>\$6,323,581</u>	<u>\$41,074,550</u>	<u>\$47,462,797</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable and accrued expenses	\$ 66,555	\$ -	\$ -	\$ 66,555
Contracts/retainage payable	-	-	2,209,389	2,209,389
Due to developer	8,633	4,799	632,346	645,778
Total Liabilities	<u>75,188</u>	<u>4,799</u>	<u>2,841,735</u>	<u>2,921,722</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues	<u>27,265</u>	<u>-</u>	<u>-</u>	<u>27,265</u>
<b>FUND BALANCES</b>				
Restricted for debt service	-	6,318,782	-	6,318,782
Restricted for capital projects	-	-	38,232,815	38,232,815
Unassigned	(37,787)	-	-	(37,787)
Total Fund Balances	<u>(37,787)</u>	<u>6,318,782</u>	<u>38,232,815</u>	<u>44,513,810</u>
 Total Liabilities, Deferred Inflows of Resources and Fund Balances	 <u>\$ 64,666</u>	 <u>\$6,323,581</u>	 <u>\$41,074,550</u>	 <u>\$47,462,797</u>

See accompanying notes to financial statements.



**Westview South Community Development District**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
**September 30, 2023**

Total Governmental Fund Balances	\$ 44,513,810
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, construction in progress, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	11,813,784
Long-term liabilities, including bonds payable, \$(56,740,000), net of bond discount, net, \$711,140, are not due and payable in the current period and therefore, are not reported at the fund level.	(56,028,860)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.	(666,243)
Unavailable revenues are recognized as deferred inflows of resources at the fund level, however, revenues are recognized when earned at the government-wide level.	<u>27,265</u>
Net Position of Governmental Activities	<u><u>\$ (340,244)</u></u>

See accompanying notes to financial statements.

**Westview South Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES – GOVERNMENTAL FUNDS**  
**For the Fiscal Year Ended September 30, 2023**

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ -	\$1,552,874	\$ -	\$ 1,552,874
Developer contributions	70,328	-	-	70,328
Investment income	-	27,250	201,719	228,969
Total Revenues	<u>70,328</u>	<u>1,580,124</u>	<u>201,719</u>	<u>1,852,171</u>
Expenditures				
Current				
General government	89,190	-	-	89,190
Physical environment	18,925	-	-	18,925
Capital outlay	-	-	11,813,784	11,813,784
Debt service				
Other	-	1,441,349	-	1,441,349
Total Expenditures	<u>108,115</u>	<u>1,441,349</u>	<u>11,813,784</u>	<u>13,363,248</u>
Excess Revenues Over/(Under)				
Expenditures	<u>(37,787)</u>	<u>138,775</u>	<u>(11,612,065)</u>	<u>(11,511,077)</u>
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	6,895,120	49,844,880	56,740,000
Bond discount	-	(715,113)	-	(715,113)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>6,180,007</u>	<u>49,844,880</u>	<u>56,024,887</u>
Net change in fund balances	(37,787)	6,318,782	38,232,815	44,513,810
Fund Balances - October 1, 2022	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances - September 30, 2023	<u>\$ (37,787)</u>	<u>\$6,318,782</u>	<u>\$ 38,232,815</u>	<u>\$ 44,513,810</u>

See accompanying notes to financial statements.

**Westview South Community Development District  
RECONCILIATION OF THE STATEMENT  
OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
For the Fiscal Year Ended September 30, 2023**

Net Change in Fund Balances - Total Governmental Funds	\$ 44,513,810
--	---------------

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay in the current year.	11,813,784
--	------------

The issuance of long-term debt, \$(56,740,000), net of bond discount, \$715,113, are recognized as other financing sources/(uses) at the fund level, however, they increase liabilities at the government-wide level.	(56,024,887)
---	--------------

Bond discounts are amortized over the life of the debt as interest expense at the government-wide level. This is the current year amortization.	(3,973)
---	---------

In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and current year accruals.	(666,243)
--	-----------

Unavailable revenues are recognized as deferred inflows of resources at the fund level. This is the amount of the current year change in unavailable revenues.	<div style="border-top: 1px solid black; display: inline-block;">27,265</div>
--	---

Change in Net Position of Governmental Activities	<div style="border-top: 1px solid black; border-bottom: 3px double black; display: inline-block;">\$ (340,244)</div>
---	--

See accompanying notes to financial statements.

**Westview South Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN**  
**FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND**  
**For the Fiscal Year Ended September 30, 2023**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
Revenues				
Developer contributions	<u>\$ 75,515</u>	<u>\$ 99,186</u>	<u>\$ 70,328</u>	<u>\$ (28,858)</u>
Expenditures				
Current				
General government	75,515	99,186	89,190	9,996
Physical environment	<u>-</u>	<u>-</u>	<u>18,925</u>	<u>(18,925)</u>
Total Expenditures	<u>75,515</u>	<u>99,186</u>	<u>108,115</u>	<u>(8,929)</u>
Net Change in Fund Balances	-	-	(37,787)	(37,787)
Fund Balances - October 1, 2022	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances - September 30, 2023	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (37,787)</u></u>	<u><u>\$ (37,787)</u></u>

See accompanying notes to financial statements.

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

**1. Reporting Entity**

The District was established on, September 23, 2022, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by the Florida Land and Water Adjudicatory Commission, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Westview South Community Development District. The District is governed by a five member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Westview South Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

**2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**a. Government-wide Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

**b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds**

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

**3. Basis of Presentation**

**a. Governmental Major Funds**

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.



**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**3. Basis of Presentation (Continued)**

**a. Governmental Major Funds (Continued)**

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the special assessment revenue bonds.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the District.

**b. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

**4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity**

**a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)**

**a. Cash and Investments (Continued)**

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

**b. Capital Assets**

Capital assets, which include construction in progress, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

**c. Budgets**

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

**d. Deferred Inflows of Resources**

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one time that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

**e. Unamortized Bond Discount**

Bond discount associated with the issuance of revenue bonds are amortized according to the straight-line method of accounting over the life of the bonds. For financial reporting, unamortized bond discount is netted with the applicable long-term debt.

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE B – CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance was \$22,016 and the carrying value was \$18,180. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2023, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturities</u>	<u>Fair Value</u>
First American Government Obligations	24 days*	<u>\$ 47,398,131</u>

\*Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are Level 1 assets.

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE B – CASH AND INVESTMENTS (CONTINUED)**

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. As of September 30, 2023, the District's investments in First American Government Obligations were rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund.

The investments in First American Government Obligations represent 100% of the District's investments. The types of deposits and investments and their level of risk exposure as of September 30, 2023 were typical. The District considers any decline in fair value for certain investments to be temporary.

**NOTE C – CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Balance October 1, 2022	Additions	Deletions	Balance September 30, 2023
<b><u>Governmental Activities:</u></b>				
Capital assets, not being depreciated:				
Construction in progress	\$ -	\$ 11,813,784	\$ -	\$ 11,813,784

**NOTE D – LONG-TERM DEBT**

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2023:

Long-term Debt at October 1, 2022	\$ -
Issuance of long-term debt	56,740,000
Long-term Debt at September 30, 2023	\$ 56,740,000
Bond discount, net	(711,140)
Bonds Payable, Net at September 30, 2023	<u>\$ 56,028,860</u>

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE D – LONG-TERM DEBT (CONTINUED)**

District debt is comprised of the following at September 30, 2023:

**Special Assessment Revenue Bonds**

\$48,000,000 Series 2023 Special Assessment Bonds, Assessment Area One, due in annual principal installments beginning May 2024 and maturing May 1, 2053. Interest ranging from 4.875% to 5.600% is due each May and November beginning November 2023. Current portion is \$670,000. \$ 48,000,000

\$8,740,000 Series 2023 Special Assessment Bonds, Assessment Area Two, due in annual principal installments beginning May 2024 and maturing May 1, 2053. Interest ranging from 4.750% to 5.625% is due each May and November beginning November 2023. Current portion is \$120,000. \$ 8,740,000

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2023 are as follows:

Year Ending September 30,	Principal	Interest	Total
2024	\$ 790,000	\$ 2,346,895	\$ 3,136,895
2025	835,000	3,056,444	3,891,444
2026	875,000	3,015,900	3,890,900
2027	915,000	2,973,413	3,888,413
2028	965,000	2,928,981	3,893,981
2029-2033	5,660,000	13,835,500	19,495,500
2034-2038	7,405,000	12,136,463	19,541,463
2039-2043	9,680,000	9,915,244	19,595,244
2044-2048	12,740,000	6,950,180	19,690,180
2049-2053	16,875,000	2,942,304	19,817,304
Totals	<u>\$ 56,740,000</u>	<u>\$ 60,101,324</u>	<u>\$ 116,841,324</u>

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE D – LONG-TERM DEBT (CONTINUED)**

Summary of Significant Bond Resolution Terms and Covenants

The Series 2023 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, at a price equal to the principal amount of the outstanding Series 2023 Bonds to be redeemed, together with accrued interest to the date of redemption on any date on or after May 1, 2033. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture establishes certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolutions establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2023 Assessment Area One Reserve Account was funded from the proceeds of the Series 2023 Assessment Area One Bonds in an amount equal to the maximum annual debt service for the outstanding Series 2023 Assessment Area One Bonds. The Series 2023 Assessment Area Two Reserve Account was funded from the proceeds of the Series 2023 Assessment Area Two Bonds in an amount equal to the maximum annual debt service for the outstanding Series 2023 Assessment Area Two Bonds. Both Reserve Accounts can be reduced to 50% of the maximum annual debt service of the respective Bonds and again to 10% of maximum annual debt service if certain requirements are met as outlined in the Trust Indenture. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2023:

	Reserve Balance	Reserve Requirement
Special Assessment Bonds, Series 2023 Area 1	\$ 3,273,647	\$ 3,273,647
Special Assessment Bonds, Series 2023 Area 2	\$ 601,298	\$ 598,469

**Westview South Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2023**

**NOTE E – RELATED PARTY TRANSACTIONS**

All voting members of the Board of Supervisors are affiliated with the Developer. The District received \$1,650,467 in contributions and assessments from the Developer for the year ended September 30, 2023. Additionally, the District has a balance due to the Developer of \$645,778 and a balance due from the Developer of \$46,486 for the year ended September 30, 2023.

**NOTE F – ECONOMIC DEPENDENCY**

The Developer owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

**NOTE G – RISK MANAGEMENT**

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims since inception.



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## **INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Westview South Community Development District  
Osceola and Polk Counties, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Westview South Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated December 17, 2024.

### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Westview South Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Westview South Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Westview South Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.





Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

To the Board of Supervisors  
Westview South Community Development District

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Westview South Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

December 17, 2024



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## MANAGEMENT LETTER

To the Board of Supervisors  
Westview South Community Development District  
Osceola and Polk Counties, Florida

### Report on the Financial Statements

We have audited the financial statements of the Westview South Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated December 17, 2024.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated December 17, 2024, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. This is the initial financial audit report.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Westview South Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Westview South Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

To the Board of Supervisors  
Westview South Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2023 for the Westview South Community Development District. It is management's responsibility to monitor the Westview South Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Specific Information**

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Westview South Community Development District reported:

- 1) The total number of District employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 4
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$11,396
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: The District spent \$11,813,784 on the Series 2023 Project.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see below.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Westview South Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District. The Debt Service Fund, direct assessment.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$1,552,874.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds. Series 2023 Area 1, \$48,000,000 and Series 2023 Area 2, \$8,740,000 as of September 30, 2023, maturing May 2053.

To the Board of Supervisors  
Westview South Community Development District

	<b>Original Budget</b>	<b>Actual</b>	<b>Variance with Original Budget Positive (Negative)</b>
Revenues			
Developer contributions	\$ 75,515	\$ 70,328	\$ (5,187)
Expenditures			
Current			
General government	75,515	89,190	(13,675)
Physical environment	-	18,925	(18,925)
Total Expenditures	75,515	108,115	(32,600)
Excess of revenues over/(under) expenditures	-	(37,787)	(37,787)
Net changes in fund balance	-	(37,787)	(37,787)
Fund Balances - October 1, 2022	-	-	-
Fund Balances - September 30, 2023	\$ -	\$ (37,787)	\$ (37,787)

### Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we noted the following finding:

#### Finding 23-01

Finding: The actual expenditures of the General Fund exceeded the approved budgeted amounts in violation of Section 189.016, Florida Statutes.

Recommendation: The District should monitor expenditures in future years to ensure that actual expenditures do not exceed the budget.

Management Response: Management will continue to monitor expenditures to ensure budget amendments are sufficient to cover any overages.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

To the Board of Supervisors  
Westview South Community Development District

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

December 17, 2024



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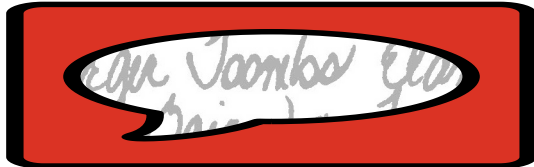
## INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415 FLORIDA STATUTES

To the Board of Supervisors  
Westview South Community Development District  
Osceola and Polk Counties, Florida

We have examined Westview South Community Development District's compliance with Section 218.415, Florida Statutes during the fiscal year ended September 30, 2023. Management is responsible for Westview South Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Westview South Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Westview South Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Westview South Community Development District's compliance with the specified requirements.

In our opinion, Westview South Community Development District's complied, in all material respects, with the aforementioned requirements during the fiscal year ended September 30, 2023.



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

December 17, 2024

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **15A**

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

**WHEREAS**, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2023;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT;**

1. The Audited Annual Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

**PASSED AND ADOPTED** this 12<sup>th</sup> day of March, 2025.

ATTEST:

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors



**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS A**

INSTR # 2024215633  
BK 13269 Pgs 1991-1992 PG(s)2  
09/18/2024 11:21:04 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 18.50

This instrument was prepared by:

Jere Earlywine  
Kutak Rock LLP  
107 W College Ave  
Tallahassee, Florida 32301

Parcel Identification Numbers:

282716933615003930  
282716933615003940  
282716933615003950  
282716933615003960  
282716933615003970  
282716933615003980  
282716933615003990  
282716933615004000  
282716933615004010  
282716933615004020  
282716933615004030  
282716933615004040

#### QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made to be effective as of the 9th day of September, 2024, by and between **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk and Osceola County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantor**"), and **LT WESTVIEW, LLC**, a Delaware limited liability company, with a mailing address of 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251 ("**Developer**" or "**Grantee**").

#### **WITNESSETH**

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly described below:

**Lots 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, and 404, Westview Pod A Phase 3, as recorded at Plat Book 206, Pages 24-27, of the Official Records of Polk County, Florida.**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

Kelly Mims  
Print Name: Kelly Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: Joshua Kalin  
Name: Joshua Kalin  
Title: Chairperson

Kevin Luker  
Print Name: Kevin Luker  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9<sup>th</sup> day of SEPTEMBER, 2024, by JOSH KALIN, as CHAIRPERSON of the Westview South Community Development District, on its behalf. Who [X] is personally known to me or [  ] produced N/A as identification.



Gayle A. Coutant  
Notary Public, State of Florida

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BI**

**CHANGE ORDER NO. 14**Date of Issuance: April 22, 2024

Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.: _____
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Changes related to fill**

Attachments: \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$11,880,792.03**

Contract Price prior to this Change Order:

**\$43,052,543.93**

Increase/Decrease of this Change Order:

**\$284,564.92**

Contract Price Incorporating this Change Order:

**\$43,337,108.85****CHANGE IN CONTRACT TIMES:**

Original Contract Times: \_\_\_\_\_ Working days \_\_\_\_\_ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

~~Increase/Decrease from previously approved Change Orders~~

No. \_\_\_\_\_ to No. \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED BY:  
**ATWELL, LLC**  
DISTRICT ENGINEER

By: \_\_\_\_\_

Title: SR. P. M.Date: 5/8/24ACCEPTED:  
**WESTVIEW SOUTH COMMUNITY**  
**DEVELOPMENT DISTRICT**

DocuSigned by:

By: \_\_\_\_\_

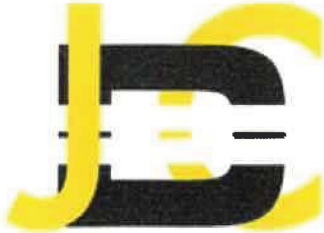
Title: ChairmanDate: 6/28/2024ACCEPTED:  
**JR. DAVIS CONSTRUCTION COMPANY**  
**INC.**

By: \_\_\_\_\_

Title: PresidentDate: 4.23.24

**EXHIBIT A**

# Westview Pod B MG Interface to Pod A Grading per RFI #30



Jr. Davis Construction Company, Inc.

## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: marc.goodman@jr-davis.com

Quote To: Patrick Wood  
Company: Westview South CDD  
Phone:  
Email: PWood@TaylorMorrison.com  
HCSS: 2177RFC18

Proposal Date: 03/18/24  
Date of Plans:  
Revision Date:  
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SURVEY	1.00	LS	2,900.00	2,900.00
20	IMPORT FILL	18,724.00	CY	13.85	259,327.40
25	EMBANKMENT	18,724.00	CY	0.82	15,353.68
40	PERFORMANCE BOND	1.00	LS	6,983.84	6,983.84
<b>GRAND TOTAL</b>					<b>\$284,564.92</b>

### NOTES:

Proposal based on response to RFI #30, Revised Plan Sheet 12, REV 21 dated 11/28/23.





**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BII**

**CHANGE ORDER NO. 20**Date of Issuance: July 11, 2024

Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.: _____
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Rear yard drain rev grading**

Attachments: \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$12,539,415.35**

Contract Price prior to this Change Order:

**\$43,711,167.25**

Increase/Decrease of this Change Order:

**\$71,869.10**

Contract Price incorporating this Change Order:

**\$43,783,036.35****CHANGE IN CONTRACT TIMES:**Original Contract —Working days —Calendar days  
Times: \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

~~Increase/Decrease from previously approved Change Orders~~

No. \_\_\_\_\_ to No. \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

~~Contract Times with all approved Change Orders:~~

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED BY:  
**ATWELL, LLC**  
DISTRICT ENGINEER

By: \_\_\_\_\_

Title: **Sr. PM**Date: **8/21/24**ACCEPTED:  
**WESTVIEW SOUTH COMMUNITY**  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_

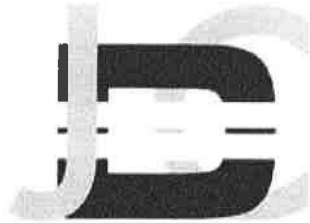
Title: **Chairman**Date: **8/21/2024**ACCEPTED:  
**JR. DAVIS CONSTRUCTION COMPANY**  
INC.

By: \_\_\_\_\_

Title: **President**Date: **7-11-24**

EXHIBIT A

# Westview Pod B N2A2B REAR YARD DRAIN REV GRADING



Jr. Davis Construction Company, Inc.

## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: Marc.Goodman@jr-davis.com

Quote To:

Patrick Wood

Proposal Date:

June 20, 2024

Company:

Westview South CDD

Date of Plans:

Phone:

Revision Date:

Email:

PWood@TaylorMorrison.com

Addendums:

HCSS: 2177RFCO31

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SURVEY/ LAYOUT	1.00	.LS	3,850.00	3,850.00
20	EXCAVATION - SITE CUT	9,829.00	CY	3.30	32,435.70
30	EMBANKMENT	9,829.00	CY	0.82	8,059.78
47	GRADING	28,950.00	SY	0.90	26,055.00
50	BOND PREMIUM	1.00	.LS	1,468.62	1,468.62
<b>GRAND TOTAL</b>					<b>\$71,869.10</b>

### NOTES:

Proposal is based on all dewatering being discharged offsite.

**\*\*RFCO** is for reshaping the grade at the rear yards, per the revised plans provided with Rev 23. The grading in these areas was completed per the original Approved for Construction Drawings, and this RFCO is to re-work finished areas to the revised grades shown in the current Approved for Construction Plans.

**Certificate Of Completion**

Envelope Id: A118ED58B4944D488AB6015A7FC827CA

Status: Completed

Subject: Complete with DocuSign: Signed\_CO20 signed JDC.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Kelley Mims

AutoNav: Enabled

4900 N Scottsdale Rd

Envelope Stamping: Enabled

Ste 2000

Time Zone: (UTC-07:00) Arizona

Scottsdale, AZ 85251

kmims@taylormorrison.com

IP Address: 67.28.67.122

**Record Tracking**

Status: Original

Holder: Kelley Mims

Location: DocuSign

8/21/2024 11:11:41 AM

kmims@taylormorrison.com

**Signer Events**

Josh Kalin

jkalin@taylormorrison.com

Land Development Director

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



1931330FA90A413...

Signature Adoption: Pre-selected Style

Using IP Address: 4.53.45.242

**Timestamp**

Sent: 8/21/2024 11:13:03 AM

Viewed: 8/21/2024 11:52:10 AM

Signed: 8/21/2024 11:52:40 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/21/2024 11:13:03 AM

Certified Delivered

Security Checked

8/21/2024 11:52:10 AM

Signing Complete

Security Checked

8/21/2024 11:52:40 AM

Completed

Security Checked

8/21/2024 11:52:40 AM

**Payment Events****Status****Timestamps**

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS BIII**

**CHANGE ORDER NO. 21**

Date of Issuance: October 7, 2024 Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.:
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Curb extension, bond premium**

Attachments:

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$12,611,284.45**

Contract Price prior to this Change Order:

**\$43,783,036.35**

Increase/Decrease of this Change Order:

**\$3,183.97**

Contract Price incorporating this Change Order:

**\$43,786,220.32**

**CHANGE IN CONTRACT TIMES:**

Original Contract —Working days —Calendar days

Time:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED BY:  
**ATWELL, LLC**  
DISTRICT ENGINEER

ACCEPTED:  
**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:

*Josh Kalin*

By: \_\_\_\_\_ 1931330FA90A413...

Title: **Chairman**

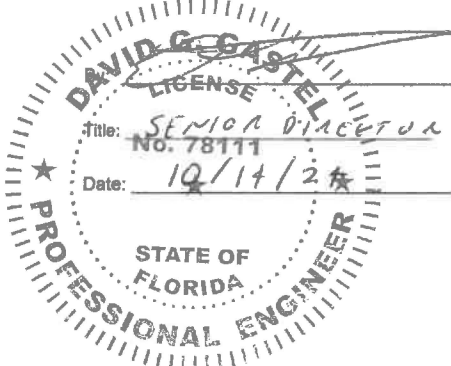
Date: **10/23/2024**

ACCEPTED:  
**JR. DAVIS CONSTRUCTION COMPANY INC.**

By: \_\_\_\_\_

Title: **President**

Date: **10-07-24**



Westview Pod B Spine Road STA38+00 F Curb Extension

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: Marc.Goodman@jr-davis.com

Quote To: Patrick Wood  
Company: Westview South CDD  
Phone:  
Email: PWood@TaylorMorrison.com

Proposal Date: August 01, 2024  
Date of Plans:  
Revision Date:  
Addendums:

HCSS: 2177RFCO26-1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	STA 38+00 F Curb Exentsion	137.00	LF	22.65	3,103.05
20	BOND PREMIUM	1.00	.LS	80.92	80.92
GRAND TOTAL					\$3,183.97



**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BIV**

**CHANGE ORDER NO. 22**Date of Issuance: October 7, 2024

Effective Date: \_\_\_\_\_

Project: **Pod B**District: **Westview South Community  
Development District**

District's Contract No.: \_\_\_\_\_

Contract: **Master Agreement for Land Development Services**Date of Contract: **March 7, 2022,  
authorizing addendum of August 7,  
2023 assigned on August 31, 2023**Contractor: **Jr. Davis Construction Company, Inc.**

Architect's/Engineer's Project No.: \_\_\_\_\_

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Additional Berms**

Attachments: \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$12,614,468.42**

Contract Price prior to this Change Order:

**\$43,786,220.32**

Increase/Decrease of this Change Order:

**\$210,577.88**

Contract Price incorporating this Change Order:

**\$43,996,798.20****CHANGE IN CONTRACT TIMES:**

Original Contract

-Working days

-Calendar days

Times:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED BY:

ATWELL, LLC

DISTRICT ENGINEER

BY: Title: **SEMPER PARATUS**Date: **10/14/24**

State of Florida

Professional Engineer

ACCEPTED:

WESTVIEW SOUTH COMMUNITY

DEVELOPMENT DISTRICT

DocuSigned by:

By: 

1931330FA90A413...

Title: **Chairman**Date: **10/23/2024**

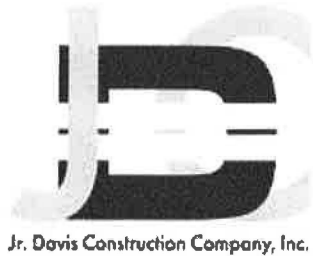
ACCEPTED:

JR. DAVIS CONSTRUCTION COMPANY

INC.

By: Title: **President**Date: **10-07-24**

## 2177 Westview Pod B Spine Road - Berms



### JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: Marc.Goodman@jr-davis.com

Quote To:

Patrick Wood

Proposal Date:

June 11, 2024

Company:

Westview South CDD

Date of Plans:

Phone:

Revision Date:

2/23/24

Email:

PWood@TaylorMorrison.com

Addendums:

HCSS: 2177RFCO27

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10000	Survey - Office Calcs	1.00	LS	4,500.00	4,500.00
100000	Load & Haul Muck	20,214.00	CY	7.92	160,094.88
110000	Place & Compact Muck	20,214.00	CY	1.50	30,321.00
120000	Grade Berms	15,662.00	SY	1.00	15,662.00
<b>GRAND TOTAL</b>					<b>\$210,577.88</b>

#### NOTES:

1)Proposal is based on using onsite material to build berms. If additional material is needed, contract unit rate for import fill shall apply.

2)Proposal based on berm grading plans dated 2/23/24 (Revision 26)

3)Grassing (sod and/or seed and mulch) of berm areas is NOT included. Berms to be landscaped by others.

4)Jr. Davis Construction shall not be responsible for any drainage issues that may arise due to construction of berms. Any additional earthwork (cut/fill dirt, grading, etc.) required to correct any drainage issues shall be subject to further change order.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BV**

## CHANGE ORDER NO. 23

Date of Issuance: October 7, 2024

Effective Date: \_\_\_\_\_

Project: **Pod B**District: **Westview South Community  
Development District**

District's Contract No.: \_\_\_\_\_

Contract: **Master Agreement for Land Development Services**Date of Contract: **March 7, 2022,  
authorizing addendum of August 7,  
2023 assigned on August 31, 2023**Contractor: **Jr. Davis Construction Company, Inc.**

Architect's/Engineer's Project No.: \_\_\_\_\_

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Light Poles / Electrical Crossings**

Attachments: \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$12,825,046.30**

Contract Price prior to this Change Order:

**\$43,996,798.20**

Increase/Decrease of this Change Order:

**\$101,663.23**

Contract Price incorporating this Change Order:

**\$44,098,461.43****CHANGE IN CONTRACT TIMES:**Original Contract ~~Working days~~ ~~Calendar days~~  
Times: \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

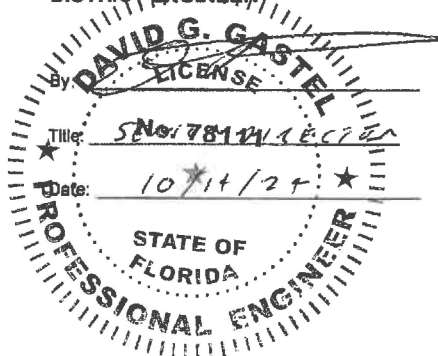
Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED BY:

ATWELL, LLC

DISTRICT ENGINEER



ACCEPTED:

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

DocuSigned by:

By: \_\_\_\_\_

**Josh Kalin**

1931330FA90A413...

Title: \_\_\_\_\_

**Chairman**

Date: \_\_\_\_\_

**10/23/2024**

ACCEPTED:

JR. DAVIS CONSTRUCTION COMPANY  
INC.

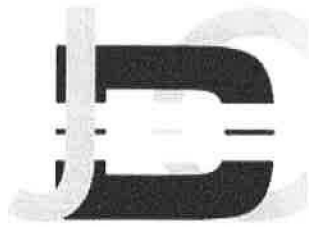
By: \_\_\_\_\_

**President**

Date: \_\_\_\_\_

**10/07/24**

# 2177 Westview Pod B Watermark Blvd - Light Poles Electrical Crossings



Jr. Davis Construction Company, Inc.

## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: Marc.Goodman@jr-davis.com

Quote To: Patrick Wood  
 Company: Westview South, CDD  
 Phone:  
 Email: PWood@TaylorMorrison.com

Proposal Date: July 25, 2024  
 Date of Plans:  
 Revision Date:  
 Addendums:

HCSS: 2177RFCO#38

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SURVEY/ LAYOUT	1.00	.LS	12,000.00	12,000.00
20	ELECTRICAL CONDUIT 1.5" SCH40 PVC	3,930.00	LF	22.18	87,167.40
30	BOND	1.00	LS	2,495.83	2,495.83

**GRAND TOTAL****\$101,663.23****NOTES:**

This change order refers to all 1.5" Double Conduit for the light poles crossings along Watermark Blvd, where sidewalk has not already been installed. 131 locations was assumed when directed to proceed.

# **WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION**

**ITEMS BVI**

**CHANGE ORDER NO. 24**Date of Issuance: October 7, 2024 Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.:
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **RFI 70 & 72 Mod Drainage Structures**

Attachments:

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$12,926,709.53**

Contract Price prior to this Change Order:

**\$44,098,461.43**

Increase/Decrease of this Change Order:

**\$4,851.00**

Contract Price incorporating this Change Order:

**\$44,103,312.43****CHANGE IN CONTRACT TIMES:**Original Contract ~~Working days~~ ~~Calendar days~~  
Times:~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~~~Increase/Decrease from previously approved Change Orders~~~~No. \_\_\_\_\_ to No. \_\_\_\_\_~~~~Substantial completion (days):~~~~Ready for final payment (days):~~

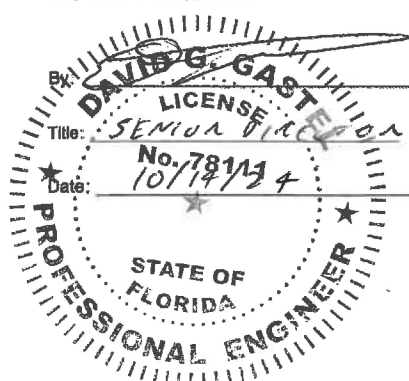
Contract Times prior to this Change Order:

~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~

Increase/Decrease of this Change Order:

~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~

Contract Times with all approved Change Orders:

~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~RECOMMENDED BY:  
ATWELL, LLC  
DISTRICT ENGINEERACCEPTED:  
WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

DocuSigned by:

By: Josh Kalin  
1931330FA90A413...Title: ChairmanDate: 10/23/2024ACCEPTED:  
JR. DAVIS CONSTRUCTION COMPANY  
INC.By: [Signature]Title: PresidentDate: 10-07-24



2177 Westview Pod B RFI 70 & 71 Mod Drainage Structures

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: (407) 870-0066

Email: Marc.Goodman@jr-davis.com

Quote To: Patrick Wood  
Company: Westview South, CDD  
Phone: 321-214-1037  
Email: pwood@taylormorrison.com  
HCSS: 2177RFCO40

Proposal Date: 08/19/2024  
Date of Plans:  
Revision Date:  
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	Survey and Layout	1.00	LS	915.00	915.00
10	RFI 70 Mod W74A-A	1.00	LS	2,080.00	2,080.00
20	RFI 72 Mod D-135	1.00	LS	1,745.00	1,745.00
30	Bond Premium	1.00	LS	111.00	111.00
GRAND TOTAL					\$4,851.00

NOTES:

Proposal includes all material, equipment, and labor for Drainage Revisions per RFI 70 and 71 EOR Response.



Westview POD B  
Spine Rd

REQUEST FOR INFORMATION

JR DAVIS CONSTRUCTION, INC.

210 Hangar Road  
Kissimmee, FL 34741

RFI No.	70
JDC Project No.	2177

Description:	Rim Elevation Conflict Structure W74A-A
Project - Zone	Spine Road
Date Submitted:	8/7/2024
Category:	Civil

REASON FOR REQUEST

	Insufficient Information
x	Engineering Conflict
	Alternate Proposal
	Confirmation of Verbal Directive
	Clarification

POSSIBLE IMPACT

x	Increase Cost
	Decreases Cost
	No Cost Change
x	Increase Time
	Decrease Time
	No Time Change

RESPONSE REQUESTED

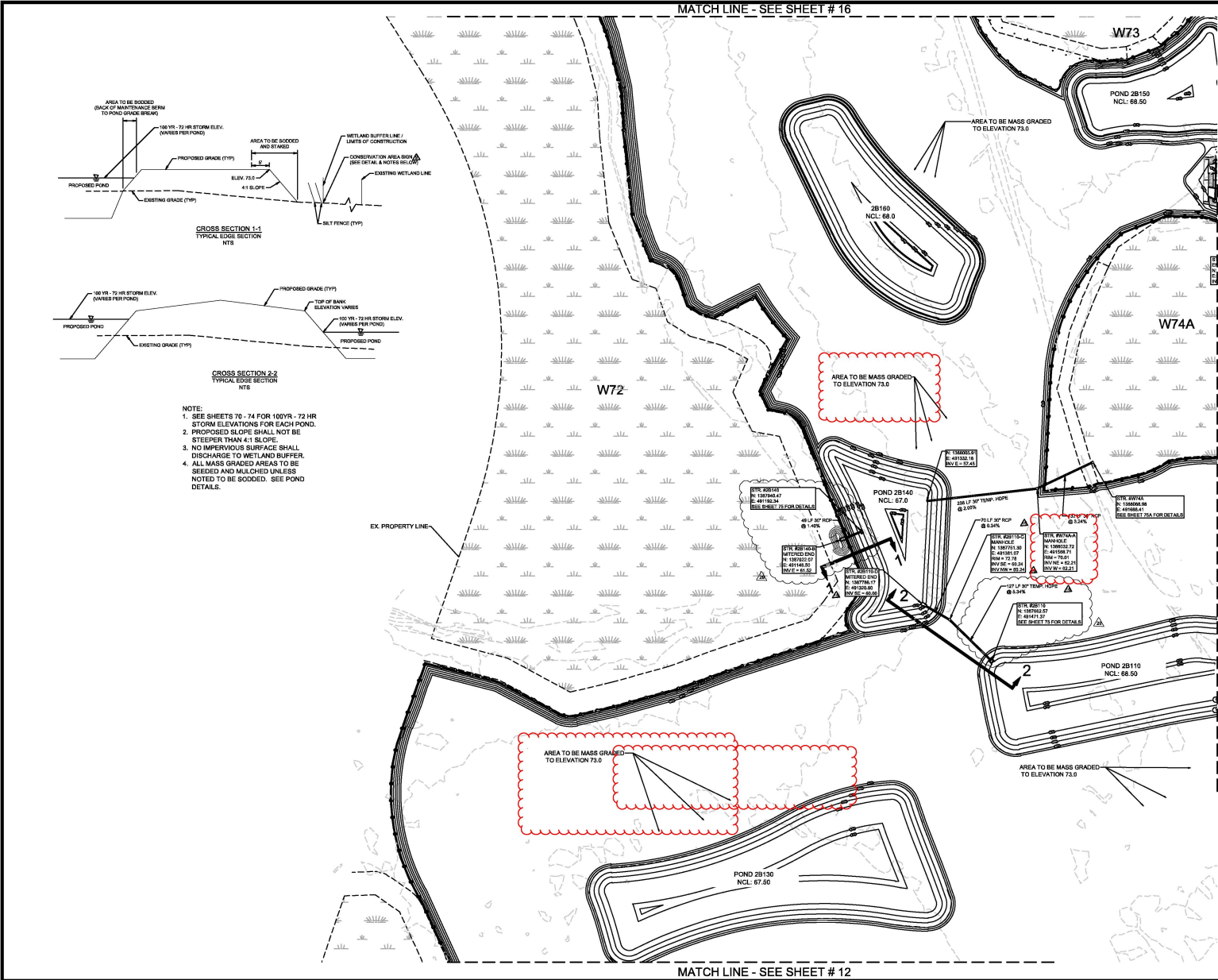
	Direction
x	Information
	Approval
	Confirm

Issue / Question:	Plan calls for mass grade elevation to be 73.00; however, structure W74A-A shows a rim elevation of 70.01 per plan, please clarify.
-------------------	---

EOR Response:	Please see attached 2b2 final elevation we would like to move the rim to.
---------------	---

Attachments


Submitted By:	Marc Goodman
Date:	8/7/2024
Phone:	407-908-3972



MATCH LINE - SEE SHEET # 15

MATCH LINE - SEE SHEET # 12

MATCH LINE - SEE SHEET # 16

2'

LEGEND

- LIMITS OF CONSTRUCTION
- SILT SCREENING

**WALDROP ENGINEERING**  
A L.L. BECKETT COMPANY  
CIVIL ENGINEERING &  
LAND DEVELOPMENT CONSULTANTS  
2500 MATLAND CENTER PARKWAY - SUITE 202  
MAITLAND, FL 32751  
P: 407.775.6599 F: 407.775.6599 EMAIL: info@waldrop-engine.com

CONSTRUCTION PLANS FOR  
**WESTVIEW POD B  
WATERMARK BLVD**  
SITE & MASS GRADING PLAN

PLAN REVISIONS
1. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
2. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
3. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
4. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
5. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
6. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
7. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
8. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
9. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
10. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
11. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
12. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
13. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
14. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
15. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
16. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
17. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
18. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
19. 10/20/2011 10:00 AM 10/20/2011 10:00 AM
20. 10/20/2011 10:00 AM 10/20/2011 10:00 AM

FLORIDA CERTIFICATE OF AUTHORIZATION REQUIRED

SCALE IN FEET

SET NUMBER: 1022-208-01

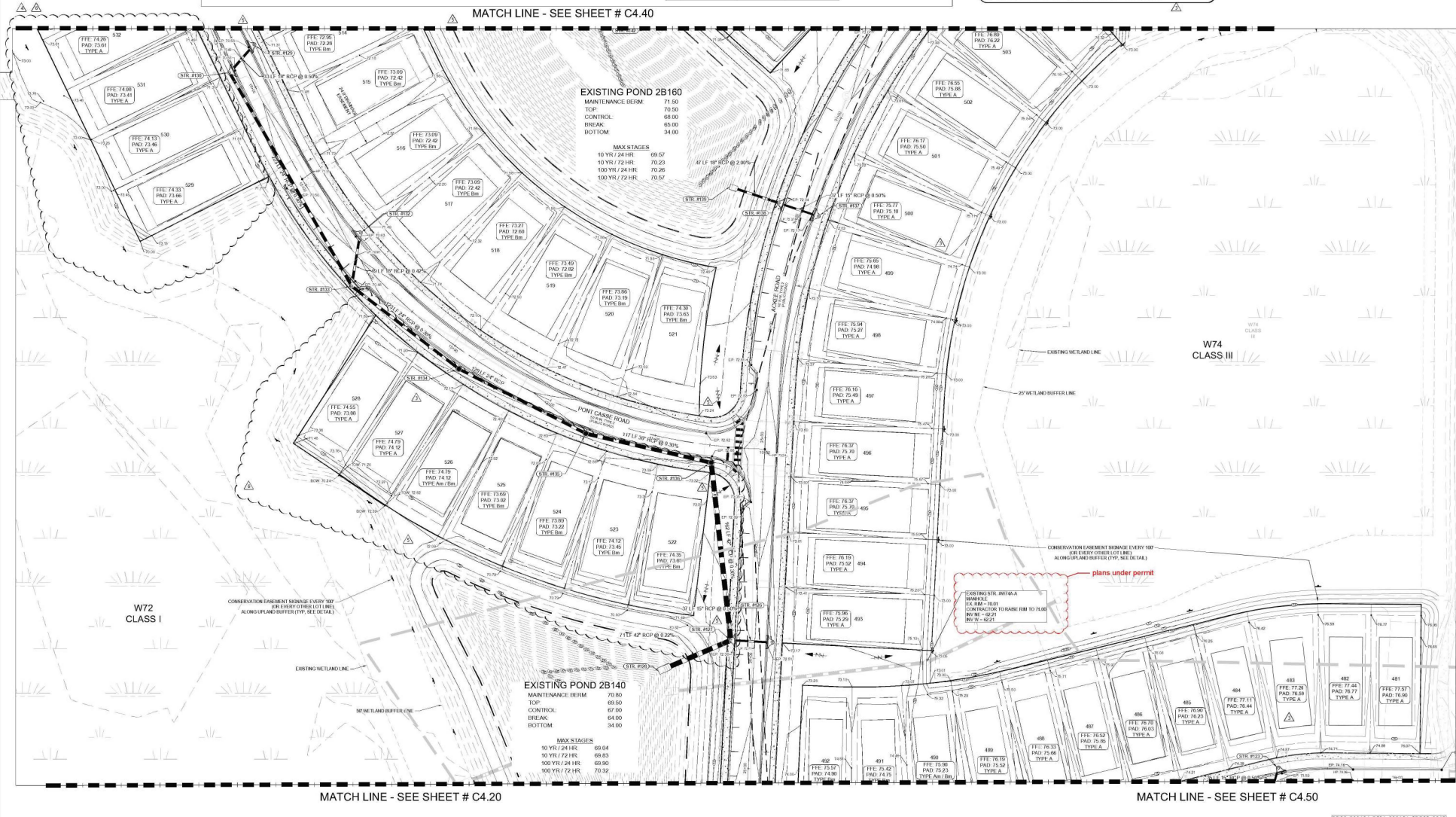
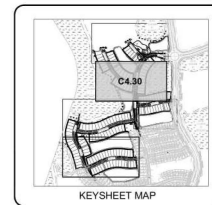
SHEET: 14



STORM SEWER STRUCTURES TABLE					STORM SEWER STRUCTURES TABLE					STORM SEWER STRUCTURES TABLE				
ID	TYPE	RIM/TOP ELEV.	INV. ELEV.	LOCATION	ID	TYPE	RIM/TOP ELEV.	INV. ELEV.	LOCATION	ID	TYPE	RIM/TOP ELEV.	INV. ELEV.	LOCATION
126	TYPE "1" CURB INLET	72.89	66.10 (W)	N:1388051.01 E:491428.06	133	TYPE "4" CURB INLET	70.88	63.82 (NW) 63.82 (N) 63.82 (SE)	N:1388373.06 E:491048.10	138	TYPE "4" CURB INLET	72.42	64.94 (E) 64.94 (W)	N:1388448.71 E:491435.33
127	TYPE "2" CURB INLET	72.78	62.23 (N) 62.91 (E) 62.23 (SW)	N:1388052.93 E:491391.54	134	STORM MANHOLE	71.78	63.45 (NW) 63.45 (SE)	N:1388286.57 E:491145.27	STORM SEWER STRUCTURES TABLE				
129	TYPE "4" CURB INLET	70.96	64.85 (SW)	N:1388692.14 E:490950.48	135	STORM MANHOLE	72.44	63.06 (NW) 63.06 (E)	N:1388240.94 E:491162.34					
130	TYPE "4" CURB INLET	70.96	64.49 (NE) 64.49 (SE)	N:1388569.91 E:490937.61	136	STORM MANHOLE	73.01	62.71 (NW) 62.71 (S)	N:1388213.49 E:491373.82					
132	TYPE "4" CURB INLET	71.01	64.02 (S)	N:1388421.64 E:491055.88	137	TYPE "4" CURB INLET	72.55	65.13 (W)	N:1388346.90 E:491470.56	ID	TYPE	INV. ELEV.	LOCATION	
										128	MITERED END	62.07 (NE)	N:1388024.77 E:491326.08	
										139	MITERED END	64.00 (E)	N:13880463.71 E:491390.61	

ID	TYPE	INV. ELEV.	LOCATION
128	MITERED END	62.07 (NE)	N:1388024.77 E:491326.08
139	MITERED END	64.00 (E)	N:1388463.71 E:491390.61

- ## GENERAL NOTES
1. LOT GRACE PRIOR TO BUILDING CONSTRUCTION IS FINISHED FLOOR MINUS FINISH FLOOR TO BUILDING CONSTRUCTION SHALL EXTEND 5' BEYOND BUILDING FOUNDATION PERMANENT FINISH FLOOR.
  2. MINIMUM SLOPE FOR LONGITUDINAL LOT LINES SHALL BE 2%. SLOPES ARE INDICATED IN AREAS WHERE MIN. SLOPE IS NOT ATTAINED.
  3. ALL GRADES ARE TO TOP OF SLO.
  4. SLOPE OF DRIVEWAYS, DRIVEWAYS AND SIDEWALKS IS TO BE SHIPPED WITH FOOT APPROVED 18 IN. GRASS SEED FOOT BACKFILL.
  5. ELEVATIONS SHOWN HEREIN ARE FOR NORTH AMERICAN VERTICAL DATUM (NAVD83).
  6. NO FIELD OF VIEW SURROUNDING NEARBY INVESTIGATIONS, AND ALL OTHER GEOTECHNICAL REQUIREMENTS SHALL BE SUPERSEDED AND COUNTERED BY A PROFESSIONAL GEOTECHNICAL ENGINEER.
  7. ALL LOTTED AREAS INCLUDING PAVED AREAS SHALL BE TO SLOPE STEEPER THAN 1:1 OR BE NOT LOCATED IN AREAS THAT SHALL BE SLOOPED IN SUCH A MANNER AS TO CORRECT TO SHOROF SHOROF OF ONE FOOT OR MORE, ANY AGREEMENT WITHIN LOT, OR TO ANY S SURROUNDING COUNCIL FACILITY PER LOCAL 4.5.1.
  8. ALL FINISH FLOOR ELEVATIONS SHALL BE MINIMUM 2' ABOVE THE ADJACENT GRADE, OR OVER ON A MINIMUM OF ONE FOOT AND ANY ADJACENT GRADE, OR TO ANY S SURROUNDING COUNCIL FACILITY PER LOCAL 4.5.1.
  9. ELEVATION GRACE TERMINED BASE APPROVED SLOPE PER LOT LOTS LOCATED WITHIN THE BOUNDARY OF THE LOT.
  10. THIS PROJECT IS A PART OF THE APPROVED SHIPMENT PERMIT AND 1000464.



10/15/2011 12:00 PM



Westview POD B  
N2A2B

REQUEST FOR INFORMATION

JR DAVIS CONSTRUCTION, INC.

210 Hangar Road  
Kissimmee, FL 34741

RFI No.	72
JDC Project No.	2177

Description:	Rim Elevation Conflict Structure DS-135
Project - Zone	N2A2B
Date Submitted:	8/7/2024
Category:	Civil

REASON FOR REQUEST

	Insufficient Information
X	Engineering Conflict
	Alternate Proposal
	Confirmation of Verbal Directive
	Clarification

POSSIBLE IMPACT

X	Increase Cost
	Decreases Cost
	No Cost Change
X	Increase Time
	Decrease Time
	No Time Change

RESPONSE REQUESTED

	Direction
X	Information
	Approval
	Confirm

Issue / Question:	Structure DS-135 calls for a rim of 71.50 per plan; however, the mass grade area and surrounding grade is a 73.00 per plan, please clarify.
-------------------	---

EOR Response:	Per the 2B2 plans the elevation should be set to 72.00 to match the future condition.
---------------	---

Attachments

Submitted By:	Marc Goodman
Date:	8/7/2024
Phone:	407-908-3972



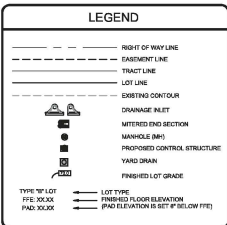
NOTE

SEE SHEET C4.23 FOR STORM DETAILS

GENERAL NOTES

1. LOT GRADE PRIOR TO BUILDING CONSTRUCTION IS FINISHED FLOOR MINUS 6".
2. LOT GRADE PRIOR TO BUILDING CONSTRUCTION SHALL EXTEND 5' BEYOND BUILDING SETBACK PERMITS.
3. MINIMUM SLOPE FOR LONGITUDINAL LOT LINES SHALL BE 0.2%. SLOPES ARE INDICATED IN AREAS WHERE MIN. SLOPE IS NOT ATTAINED.
4. ALL GRADES ARE TO TOP OF ROAD.
5. ALL STORMWATER PIPE JOINTS AND BOX INLETS TO BE WRAPPED WITH FOOT APPROVED FILTER FABRIC PER FOOT INLET SIZE.
6. ELEVATION ONE SHOWN HEREIN ARE PER NORTH AMERICAN VERTICAL DATUM (NAVD 83).
7. ALL SOIL DENSITY TESTING, SUBSURFACE INVESTIGATIONS, AND ALL OTHER GEOTECHNICAL ACTIVITY MUST BE SUPERVISED AND CERTIFIED BY A PROFESSIONAL GEOTECHNICAL ENGINEER.
8. ALL EXPOSED AREAS INCLUDING PUBLIC RIGHTS-OF-WAY WITH SLOPE STEEPER THAN 4:1 WILL BE SOILS COVERED PER LOC 4.5.1.5.
9. NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE TO ANY ADJACENT WATER BODY, OR TO ANY STORMWATER COLLECTION FACILITY PER LOC 4.5.1.5.
10. ALL FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM 2" ABOVE THE ADJACENT ROAD CROWN OR A MINIMUM OF ONE (1) FOOT ABOVE THE DETERMINED 100-YEAR FLOOD ELEVATION, WHICHEVER IS MORE STEEPER PER LOC 4.5.6.1.1.C, LOC 4.5.6.1.1.A, AND LOC 4.5.6.1.1.C.2.
11. DETAIL: INDOOR DETERMINED BASE FLOOD ELEVATION (BAF) FOR ALL LOTS ARE LOCATED WITHIN THE FLOODPLAIN.

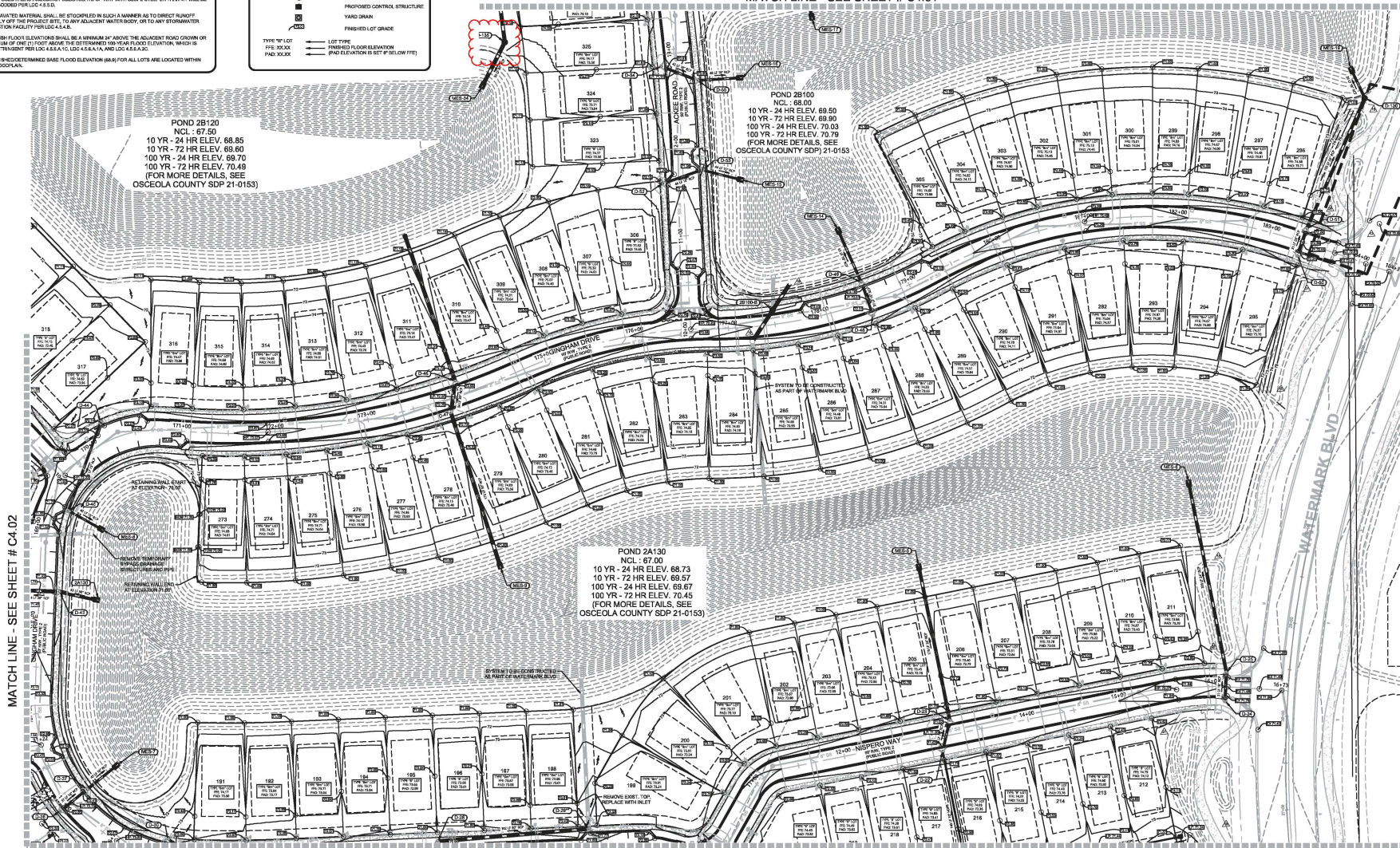
LEGEND



NOTE

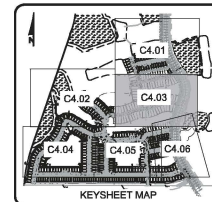
SEE SHEET C4.08A FOR YARD DRAIN STRUCTURE DETAILS

MATCH LINE - SEE SHEET # C4.01



MATCH LINE - SEE SHEET # C4.05

MATCH LINE - SEE SHEET # C4.06



CONSTRUCTION OF THE PROJECT SHALL BE IN ACCORDANCE WITH THE 2020 FLOOD DAMAGE PREVENTION AND MITIGATION ACT (FLOOD DAMAGE PREVENTION ACT) AND THE 2020 FLOOD DAMAGE PREVENTION AND MITIGATION ACT (FLOOD DAMAGE PREVENTION ACT). THE PROJECT SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FLOOD DAMAGE PREVENTION ACT AND THE 2020 FLOOD DAMAGE PREVENTION AND MITIGATION ACT (FLOOD DAMAGE PREVENTION ACT). THE PROJECT SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FLOOD DAMAGE PREVENTION ACT AND THE 2020 FLOOD DAMAGE PREVENTION AND MITIGATION ACT (FLOOD DAMAGE PREVENTION ACT).

24 HOUR EMERGENCY CONTACT



UNINCORPORATED  
WATERMARK BLVD  
27 SOUTH, RANGE 16 EAST  
PART OF SECTION 28, TOWNSHIP 11A & 11B PHASE 1

UNINCORPORATED  
WATERMARK BLVD  
27 SOUTH, RANGE 16 EAST  
PART OF SECTION 28, TOWNSHIP 11A & 11B PHASE 1

UNINCORPORATED  
WATERMARK BLVD  
27 SOUTH, RANGE 16 EAST  
PART OF SECTION 28, TOWNSHIP 11A & 11B PHASE 1

UNINCORPORATED  
WATERMARK BLVD  
27 SOUTH, RANGE 16 EAST  
PART OF SECTION 28, TOWNSHIP 11A & 11B PHASE 1

UNINCORPORATED  
WATERMARK BLVD  
27 SOUTH, RANGE 16 EAST  
PART OF SECTION 28, TOWNSHIP 11A & 11B PHASE 1

UNINCORPORATED

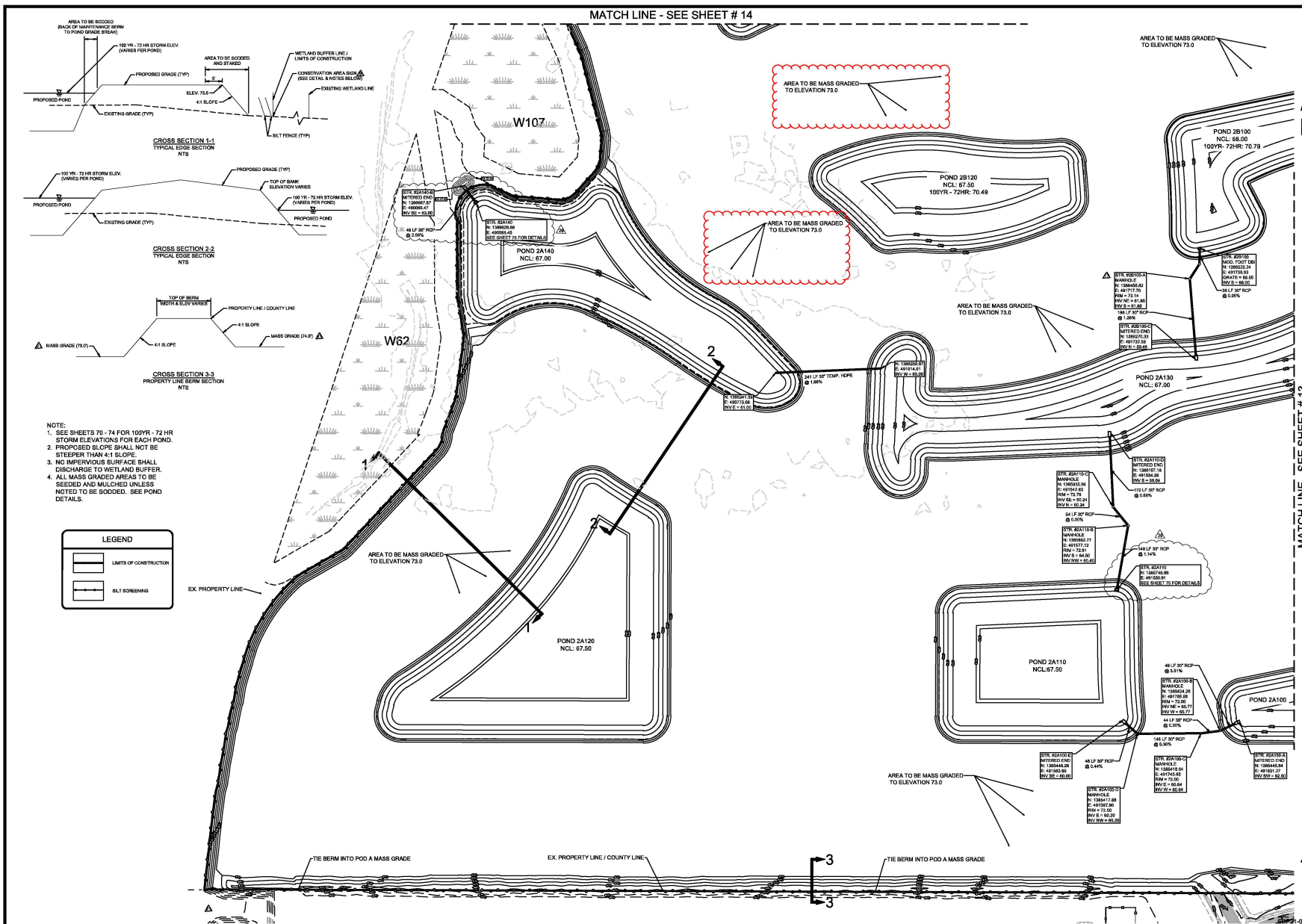
UNINCORPORATED

UNINCORPORATED

UNINCORPORATED

UNINCORPORATED





**WALDROP  
ENGINEERING**  
AN JETWELL GROUP COMPANY

CIVIL ENGINEERING &  
LAND DEVELOPMENT CONSULTANTS

26800 MATTIAND CENTER PKWY., SUITE 202 MATTHEW, IL 62751  
PH: 618-772-9500 F: 618-772-9599 EMAIL: [info@waldrop-engineering.com](mailto:info@waldrop-engineering.com)

CONSTRUCTION PLANS FOR  
WESTVIEW POD B  
WATERMARK BLVD

## SITE & MASS GRADING PLAN

[illegible]



Know what's below  
Call before you dig  
811  
1-800-4-A-DIG  
www.811.com

24 HOUR  
EMERGENCY CONTACT  
1-800-4-A-DIG



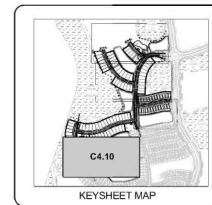
UNINCORPORATED  
WATERMARK BLVD  
27 SOUTH, RANGE 18 EAST  
COUNTY, WYOMING

WESTVIEW POD B - NEIGHBORHOOD 2B  
LT WESTVIEW, LLC  
SITE DEVELOPMENT PLANS  
DETAIL/ITALY/PAVING

DATE: 04/05/2023  
BY: [Signature]  
CHECKED BY: [Signature]  
PROJECT MANAGER: DGG  
JOB #: 22000-246  
FILE CODE:  
SHEET NO:

REVISIONS  
1. [Description]  
2. [Description]  
3. [Description]  
4. [Description]  
5. [Description]

SHOWN BY: 24  
CHECKED BY: RB  
PROJECT MANAGER: DGG  
JOB #: 22000-246  
FILE CODE:  
SHEET NO:

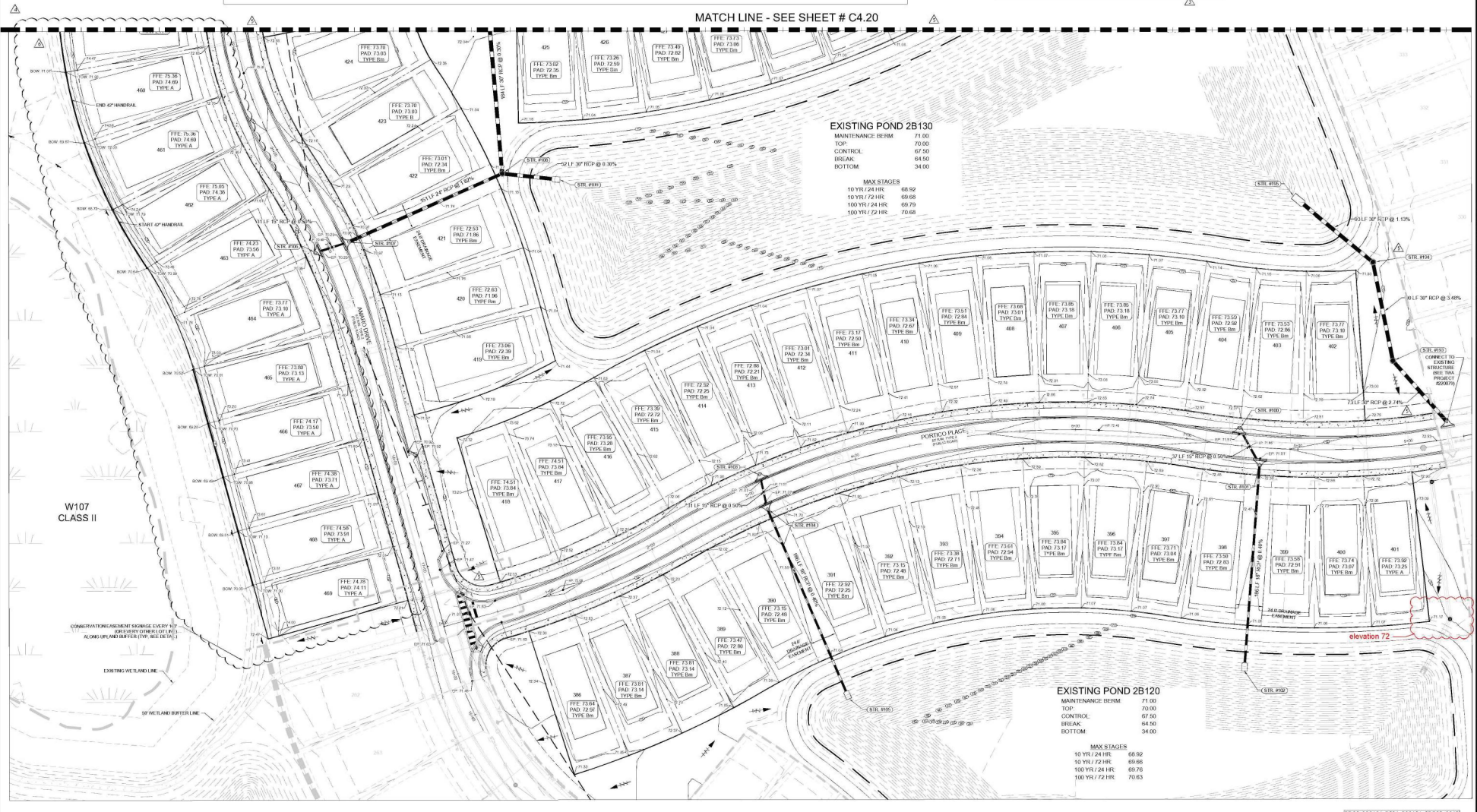


- GENERAL NOTES
1. LOT GRADE PRIOR TO BUILDING CONSTRUCTION IS FINISHED FLOOR MINUS 2".
  2. LOT GRADE PRIOR TO BUILDING CONSTRUCTION SHALL EXTEND 5' BEYOND BUILDING SIDEWALK PERMITS.
  3. MINIMUM SLOPE FOR LONGITUDINAL LOT LINES SHALL BE 2.0% SLOPES ARE INDICATED IN AREAS WHERE MIN. SLOPE IS NOT ATTAINED.
  4. ALL GRADES ARE 10' TOP OF NOD.
  5. ALL STORMWATER PIPE JOINTS AND DOWN INLETS TO BE WRAPPED WITH FOOT APPROVED FILTER FABRIC PER FOOT NO. 200.
  6. ELEVATIONS SHOWN HEREIN ARE PER NORTH AMERICAN HORIZONTAL DATUM (NAAD 83).
  7. ALL SOIL DENSITY TESTING, SUBGRADE INSPECTIONS, AND ALL OTHER GEOTECHNICAL ACTIVITY ORIGINALLY SHALL BE SUPERVISED AND CERTIFIED BY A PROFESSIONAL GEOTECHNICAL ENGINEER.
  8. ALL EXPOSED AREAS INCLUDING PUBLIC RIGHTS OF WAY WITH SLOPE STEEPER THAN 4:1 WILL BE SEED AND MULCH PER LOCAL ORDINANCE.
  9. NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE, TO ANY ADJACENT WATER BODY, OR TO ANY STORMWATER COLLECTION FACILITY PER LOCAL ORDINANCE.
  10. ALL FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM 2" ABOVE THE ADJACENT ROAD CROWN OR A MINIMUM 4" ABOVE THE ADJACENT SIDEWALK ELEVATION, WHICH IS MORE STRINGENT PER LOCAL ORDINANCE, LOC 4.5.6.1.5, AND LOC 4.5.6.2.2.
  11. EXISTING BASEFLOORS FORMER BASE FLOOD ELEVATION FOR ALL LOTS LOCATED WITHIN THE FLOODPLAIN IS SHOWN HEREIN.
  12. THIS PROJECT IS A PART OF THE APPROVED SEWER CRP PERMIT #40-100644-P.

STORM SEWER STRUCTURES TABLE					STORM SEWER STRUCTURES TABLE					STORM SEWER STRUCTURES TABLE				
ID	TYPE	RIM/TOP ELEV.	INV. ELEV.	LOCATION	ID	TYPE	RIM/TOP ELEV.	INV. ELEV.	LOCATION	ID	TYPE	INV. ELEV.	LOCATION	
100	TYPE "4" CURB INLET	71.95	62.93 (SE)	N:1386946.73 E:491284.86	107	TYPE "4" CURB INLET	70.66	64.14 (W) 63.75 (NE)	N:1387115.15 E:490465.38	102	MITERED END	62.00 (N)	N:1386729.19 E:491268.64	
101	TYPE "4" CURB INLET	71.95	62.74 (NW) 62.74 (S)	N:1386914.34 E:491282.60	108	STORM MANHOLE	71.07	61.00 (SW) 61.00 (N) 61.00 (E)	N:1387176.43 E:490603.43	106	MITERED END	62.00 (NW)	N:1386704.54 E:490914.34	
103	TYPE "4" CURB INLET	71.44	62.90 (S)	N:1386905.62 E:490934.21	193	STORM MANHOLE	73.49	62.80 (N) 62.80 (SE)	N:1387007.38 E:491402.50	109	MITERED END	60.84 (W)	N:1387170.93 E:490655.21	
104	TYPE "4" CURB INLET	71.45	62.74 (N) 62.74 (SE)	N:1386875.18 E:490840.97	194	STORM MANHOLE	72.38	65.94 (NW) 65.94 (S)	N:1387095.86 E:491384.73					
106	TYPE "4" CURB INLET	70.66	64.30 (E)	N:1387105.65 E:490436.04										

- LEGEND
- RIGHT OF WAY LINE
  - EASEMENT LINE
  - TRACT LINE
  - LOT LINE
  - PROJECT LINE
  - EXISTING CONTOUR
  - EXISTING INLET
  - EXISTING MANHOLE
  - EXISTING CURB
  - EXISTING SIDEWALK
  - EXISTING DRIVE
  - EXISTING FENCE
  - EXISTING UTILITY
  - EXISTING STRUCTURE
  - EXISTING LOT GRADE
  - FINISHED FLOOR ELEVATION
  - PROPOSED LOT INLET (TYPE A)
  - PROPOSED LOT INLET (TYPE B)
  - PROPOSED LOT INLET (TYPE C)
  - PROPOSED LOT INLET (TYPE D)
  - PROPOSED LOT INLET (TYPE E)
  - PROPOSED LOT INLET (TYPE F)
  - PROPOSED LOT INLET (TYPE G)
  - PROPOSED LOT INLET (TYPE H)
  - PROPOSED LOT INLET (TYPE I)
  - PROPOSED LOT INLET (TYPE J)
  - PROPOSED LOT INLET (TYPE K)
  - PROPOSED LOT INLET (TYPE L)
  - PROPOSED LOT INLET (TYPE M)
  - PROPOSED LOT INLET (TYPE N)
  - PROPOSED LOT INLET (TYPE O)
  - PROPOSED LOT INLET (TYPE P)
  - PROPOSED LOT INLET (TYPE Q)
  - PROPOSED LOT INLET (TYPE R)
  - PROPOSED LOT INLET (TYPE S)
  - PROPOSED LOT INLET (TYPE T)
  - PROPOSED LOT INLET (TYPE U)
  - PROPOSED LOT INLET (TYPE V)
  - PROPOSED LOT INLET (TYPE W)
  - PROPOSED LOT INLET (TYPE X)
  - PROPOSED LOT INLET (TYPE Y)
  - PROPOSED LOT INLET (TYPE Z)

NOTE: SEE SHEETS C5.00 TO C5.70 FOR STRUCTURE DETAILS



EXISTING POND 2B130

MAINTENANCE BERM	71.00
TOP	70.00
CONTROL	67.50
BREAK	64.50
BOTTOM	34.00

MAX STAGES

10 YR / 24 HR	68.92
10 YR / 72 HR	69.65
100 YR / 24 HR	69.75
100 YR / 72 HR	70.63

EXISTING POND 2B120

MAINTENANCE BERM	71.00
TOP	70.00
CONTROL	67.50
BREAK	64.50
BOTTOM	34.00

MAX STAGES

10 YR / 24 HR	68.92
10 YR / 72 HR	69.65
100 YR / 24 HR	69.75
100 YR / 72 HR	70.63



**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BVII**

**CHANGE ORDER NO. 25**Date of Issuance: October 21, 2024

Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.: _____
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Add FM ARV**

Attachments: \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90****CHANGE IN CONTRACT TIMES:**Original Contract ~~Working days~~ ~~Calendar days~~  
Times: \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease from prior Change Orders:

**\$12,931,560.53**~~Increase/Decrease from previously approved Change Orders~~

No. \_\_\_\_\_ to No. \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Price prior to this Change Order:

**\$44,103,312.43**

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease of this Change Order:

**\$9,636.50**

Increase/Decrease of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:

**\$44,112,948.93**

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED BY:  
**ATWELL, LLC**  
DISTRICT ENGINEER

By: \_\_\_\_\_

Title: SENIOR DIRECTORDate: 10/30/24ACCEPTED:  
**WESTVIEW SOUTH COMMUNITY**  
**DEVELOPMENT DISTRICT**  
DocuSigned by:

By: \_\_\_\_\_

Chairman

Title: \_\_\_\_\_

Date: 10/30/2024ACCEPTED:  
**JR. DAVIS CONSTRUCTION COMPANY**  
**INC.**

By: \_\_\_\_\_

Title: PresidentDate: 10-29-24

**EXHIBIT A**

# 2177 Westview Pod B - N2A2B RFI 49 ADD FM ARV

## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: Marc.Goodman@jr-davis.com

Quote To: Patrick Wood  
Company: Westview South, CDD  
Phone:  
Email: PWood@TaylorMorrison.com

Proposal Date: 10/07/24  
Date of Plans:  
Revision Date:  
Addendums:

HCSS: 2177RFCO43

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	FM ARV	1.00	EA	9,400.00	9,400.00
20	BOND PREMIUM	1.00	LS	236.50	236.50
<b>GRAND TOTAL</b>					<b>\$9,636.50</b>

### NOTES:

1.Proposal based on RFI 49 Response, revised sheet C4.07, adding one (1) ARV.



Westview POD B  
N2A2B

REQUEST FOR INFORMATION

JR DAVIS CONSTRUCTION, INC.

210 Hangar Road  
Kissimmee, FL 34741

RFI No.	49
JDC Project No.	2177

Description:	FM Hightpoint and ARV Locations
Project - Zone	N2A2B
Date Submitted:	1/5/2024
Category:	Civil

REASON FOR REQUEST

<input checked="" type="checkbox"/>	Insufficient Information
<input type="checkbox"/>	Engineering Conflict
<input type="checkbox"/>	Alternate Proposal
<input type="checkbox"/>	Confirmation of Verbal Directive
<input type="checkbox"/>	Clarification

POSSIBLE IMPACT

<input checked="" type="checkbox"/>	Increase Cost
<input type="checkbox"/>	Decreases Cost
<input type="checkbox"/>	No Cost Change
<input checked="" type="checkbox"/>	Increase Time
<input type="checkbox"/>	Decrease Time
<input type="checkbox"/>	No Time Change

RESPONSE REQUESTED

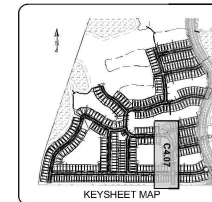
<input checked="" type="checkbox"/>	Direction
<input type="checkbox"/>	Information
<input type="checkbox"/>	Approval
<input type="checkbox"/>	Confirm

Issue / Question:	There are no highpoints called out on the 6" FM in Neighborhood 2B. Please provide recommended locations of high points, and any associated ARV's.
-------------------	--

EOR Response:	See attached plan with one ARV added to the set to address the high point.
---------------	--

Attachments

Submitted By:	Marc Goodman
Date:	1/5/2024
Phone:	407-908-3972



**NOTES:**

1. LOCATIONS OF EXISTING MAIN ARE APPROXIMATE AND MUST BE FIELD VERIFIED BY CONTRACTOR PRIOR TO START OF CONSTRUCTION
2. SANITARY MATERIAL PER DEPTH: PIPES LESS THAN 15' DEEP TO USE SDR35 PVC, PIPES GREATER THAN OR EQUAL TO 15' DEEP TO BE SDR26 PVC
3. SANITARY SERVICE LATERALS TO BE 6" PVC AND MUST RUN AT A MINIMUM 1.00% SLOPE
4. ALL PROPOSED LANDSCAPING SHALL MAINTAIN 5 FT HORIZONTAL SEPARATION FROM THE ROOT BALL OF TREES TO TRY MAINTAINED UTILITIES
5. ALL PROPOSED POLES (SIGN, TRAFFIC LIGHT) AND PERMANENT STRUCTURES SHALL MAINTAIN A MINIMUM 10 FT HORIZONTAL SEPARATION FROM TRY MAINTAINED UTILITIES

### LEGEND

◆	GATE VALVE
◆	FIRE HYDRANT ASSEMBLY
↑	SINGLE POTABLE WATER SERVICE
↑	DOUBLE POTABLE WATER SERVICE
↑	SINGLE REUSE WATER SERVICE
↑	DOUBLE REUSE WATER SERVICE
↓	SINGLE SANITARY SEWER SERVICE WITH CLEANOUT
↓	DOUBLE SANITARY SEWER SERVICE WITH CLEANOUT
—W—	PVC POTABLE WATER MAIN (INNER PIPE DIAM. IN INCHES VARIES WITH NUMBER BEFORE W)
—RU—	PVC REUSE MAIN (INNER PIPE DIAM. IN INCHES VARIES WITH NUMBER BEFORE RU)
—F—	PVC FORCE MAIN (INNER PIPE DIAM. IN INCHES VARIES WITH NUMBER BEFORE F)

**ATWELL**  
866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
130 S. ORANGE AVENUE, SUITE 2000  
ORLANDO, FL 32801  
407.425.5523  
COA # 29051

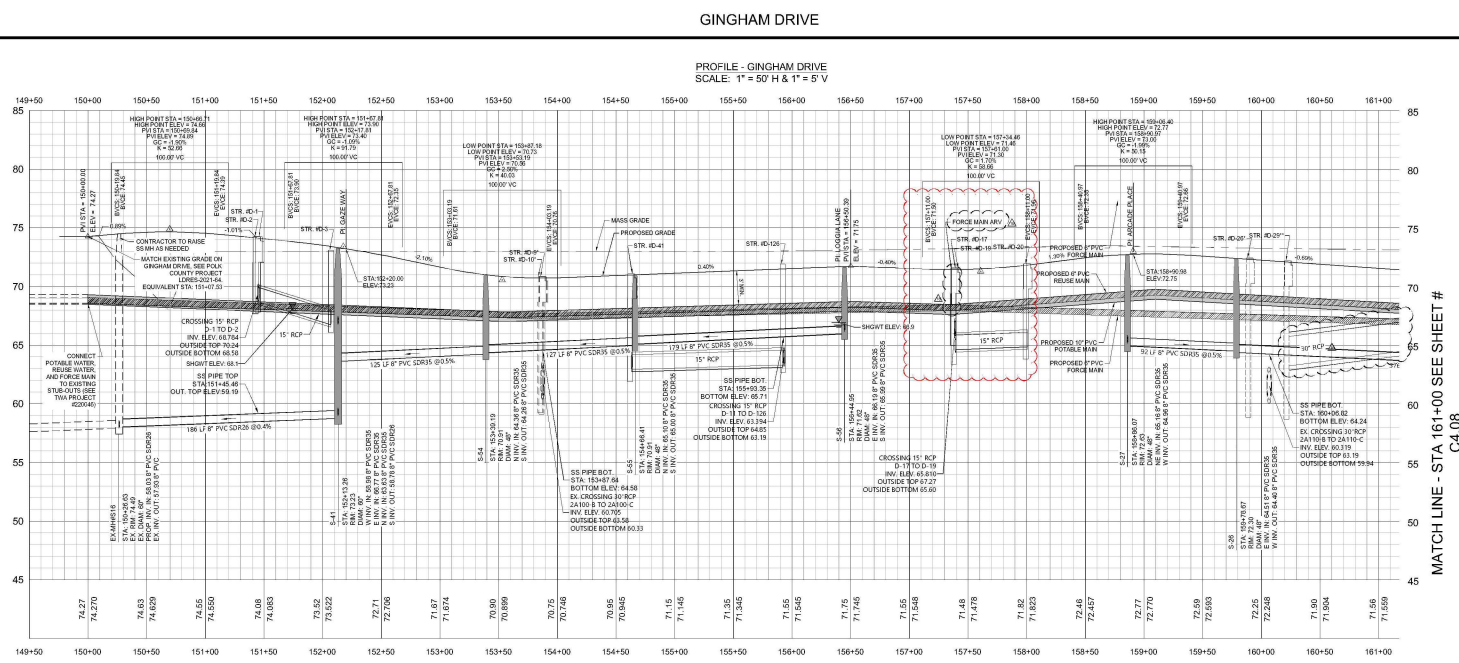
WESTVIEW POND B - NEIGHBORHOOD IIA & IIB PHASE 1	LT WESTVIEW, LLC	WATERMARK BLVD	27 SOUTH, RANGE 15 EAST
ITE DEVELOPMENT PLANS SDP21-0161		UNINCORPORATED	
PLAN & PROFILE - GINGHAM DRIVE		OSCEOLA COUNTY, FLORIDA	

[illegible]

0 25' 50'

DRAWN BY: --  
CHECKED BY: --  
PROJECT MANAGER: --  
JOB #: 1025-207  
FILE CODE: --  
SHEET NO. **C107**

C4.07



MATCH LINE - STA 161+00 SEE SHEET #  
C408

Certificate Of Completion

Envelope Id: 75FDC45E655C49AF954A0F18FC2B4DCA		Status: Completed
Subject: Complete with DocuSign: 2177 CO125 signed JDC.pdf		
Source Envelope:		
Document Pages: 5	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Kelley Mims
AutoNav: Enabled		4900 N Scottsdale Rd
Envelope Stamping: Enabled		Ste 2000
Time Zone: (UTC-07:00) Arizona		Scottsdale, AZ 85251
		kmims@taylormorrison.com
		IP Address: 67.28.67.122

Record Tracking

Status: Original	Holder: Kelley Mims	Location: DocuSign
10/30/2024 8:12:58 AM	kmims@taylormorrison.com	

Signer Events	Signature	Timestamp
Josh Kalin jkalin@taylormorrison.com Land Development Director Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  1931330FA90A413...</div> Signature Adoption: Pre-selected Style Using IP Address: 67.28.67.122	Sent: 10/30/2024 8:13:41 AM Viewed: 10/30/2024 10:31:15 AM Signed: 10/30/2024 10:32:36 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2024 8:13:41 AM
Certified Delivered	Security Checked	10/30/2024 10:31:15 AM
Signing Complete	Security Checked	10/30/2024 10:32:36 AM
Completed	Security Checked	10/30/2024 10:32:36 AM
Payment Events	Status	Timestamps

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS BVIII**



**CHANGE ORDER NO. 26**Date of Issuance: November 4, 2024

Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.: _____
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Signage**

Attachments: See attached Exhibit A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$12,941,197.03**

Contract Price prior to this Change Order:

**\$44,112,948.93**

Increase/Decrease of this Change Order:

**\$15,356.50**

Contract Price incorporating this Change Order:

**\$44,128,305.43****CHANGE IN CONTRACT TIMES:**Original Contract ~~Working days~~ ~~Calendar days~~  
Times: \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase/Decrease of this Change Order:

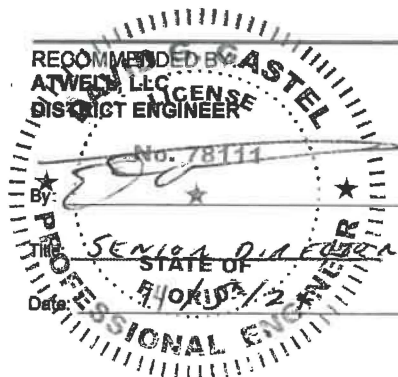
Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

ACCEPTED:  
WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

DocuSigned by:

By: *Joshua Kalin*  
1931330FA90A413...  
ChairmanTitle: \_\_\_\_\_  
Date: 11/6/2024ACCEPTED:  
JR. DAVIS CONSTRUCTION COMPANY  
INC.By: *[Signature]*  
Title: PresidentDate: 11-05-24

**EXHIBIT A**

## 2177 Westview Pod B - N2A2B Rev Signs and Repairs

### JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: Marc.Goodman@jr-davis.com

Quote To:

Patrick Wood

Proposal Date:

10/29/24

Company:

Westview South, CDD

Date of Plans:

Phone:

Revision Date:

Email:

PWood@TaylorMorrison.com

Addendums:

HCSS: 2177RFCO45

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20	SIGNAGE	1.00	LS	14,980.00	14,980.00
100	BOND PREMIUM	1.00	LS	376.50	376.50
<b>GRAND TOTAL</b>					<b>\$15,356.50</b>

#### NOTES:

1. Proposal based on Revised Plan sheets C2.01 thru C2.06, and signs specified in the final inspection with Osceola County.
2. Proposal includes repairs/replacement to signs damaged by Vertical Construction.

**Certificate Of Completion**

Envelope Id: F85EC2F8DF084D5EAD0F1F4E619A91E7

Status: Completed

Subject: Complete with DocuSign: 2177 CO126 signed\_Atwell&amp;JDC.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Kelley Mims

AutoNav: Enabled

4900 N Scottsdale Rd

Envelope Stamping: Enabled

Ste 2000

Time Zone: (UTC-07:00) Arizona

Scottsdale, AZ 85251

kmims@taylormorrison.com

IP Address: 35.141.58.99

**Record Tracking**

Status: Original

Holder: Kelley Mims

Location: DocuSign

11/5/2024 3:36:29 PM

kmims@taylormorrison.com

**Signer Events**

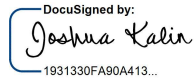
Joshua Kalin

jkalin@taylormorrison.com

Land Development Director

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



1931330FA90A413...

Signature Adoption: Pre-selected Style

Using IP Address: 67.28.67.122

**Timestamp**

Sent: 11/5/2024 3:36:52 PM

Viewed: 11/5/2024 3:46:14 PM

Signed: 11/6/2024 9:06:11 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/5/2024 3:36:52 PM

Certified Delivered

Security Checked

11/5/2024 3:46:14 PM

Signing Complete

Security Checked

11/6/2024 9:06:11 AM

Completed

Security Checked

11/6/2024 9:06:11 AM

**Payment Events****Status****Timestamps**

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS BIX**

**CHANGE ORDER NO. 27**Date of Issuance: January 8, 2025

Effective Date: \_\_\_\_\_

Project: **Pod B**District: **Westview South Community  
Development District**

District's Contract No.: \_\_\_\_\_

Contract: **Master Agreement for Land Development Services**Date of Contract: **March 7, 2022,  
authorizing addendum of August 7,  
2023 assigned on August 31, 2023**Contractor: **Jr. Davis Construction Company, Inc.**

Architect's/Engineer's Project No.: \_\_\_\_\_

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **proposal based on revised plan sheets c4.04 and c4.06**

Attachments: See attached Exhibit A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$12,956,553.53**

Contract Price prior to this Change Order:

**\$44,128,305.43**

Increase/Decrease of this Change Order:

**\$20,283.55**

Contract Price incorporating this Change Order:

**\$44,148,588.98****CHANGE IN CONTRACT TIMES:**Original Contract ~~Working days~~ ~~Calendar days~~  
Times:~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~~~Increase/Decrease from previously approved Change Orders~~~~No. \_\_\_\_\_ to No. \_\_\_\_\_:~~~~Substantial completion (days):~~~~Ready for final payment (days):~~~~Contract Times prior to this Change Order:~~~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~~~Increase/Decrease of this Change Order:~~~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~~~Contract Times with all approved Change Orders:~~~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~RECOMMENDED BY:  
ATWELL, LLC  
DISTRICT ENGINEERBy: Title: SENIOR DIRECTORDate: 1/10/25ACCEPTED:  
WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICTBy: Title: **Chairman**Date: 1/13/2025ACCEPTED:  
JR. DAVIS CONSTRUCTION COMPANY  
INC.By: Title: Vice PresidentDate: 1/9/25

## EXHIBIT A

## 2177 Westview Pod B - N2A2B Rev YD 27



### JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: 407-870-0066

Email: Marc.Goodman@jr-davis.com

Quote To: Patrick Wood  
 Company: Westview South, CDD  
 Phone:  
 Email: PWood@TaylorMorrison.com

Proposal Date: 10/11/24  
 Date of Plans:  
 Revision Date:  
 Addendums:

HCSS: 2177RFCO44

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SURVEY AND LAYOUT	1.00	LS	2,480.00	2,480.00
20	12" HDPE	129.00	LF	38.70	4,992.30
30	10" HDPE	95.00	LF	29.85	2,835.75
40	CONNECT TO EXISTING	1.00	EA	3,350.00	3,350.00
50	ADJUST EXISTING YD ELEVATION	2.00	EA	975.00	1,950.00
55	GRADING	1,010.00	SY	3.00	3,030.00
60	REMOVE EXISTING 10" HDPE	79.00	LF	14.50	1,145.50
100	BOND PREMIUM	1.00	LS	500.00	500.00

**GRAND TOTAL**

**\$20,283.55**

#### NOTES:

1. Proposal based on Revised Plan Sheets C4.04 and C4.06 Recieved 10/08/24.



## Certificate Of Completion

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Status: Completed

Subject: Complete with Docusign: 2177 CO127 signed JDC & Atwell.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Kelley Mims

AutoNav: Enabled

4900 N Scottsdale Rd

Envelopeld Stamping: Enabled

Ste 2000

Time Zone: (UTC-07:00) Arizona

Scottsdale, AZ 85251

kmims@taylormorrison.com

IP Address: 67.28.67.122

## Record Tracking

Status: Original

Holder: Kelley Mims

Location: DocuSign

1/10/2025 8:35:05 AM

kmims@taylormorrison.com

## Signer Events

Josh Kalin

jkalin@taylormorrison.com

Land Development Director

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
1931330FA90A413...

Signature Adoption: Pre-selected Style

Using IP Address: 67.28.67.122

## Timestamp

Sent: 1/10/2025 8:35:26 AM

Viewed: 1/13/2025 6:11:42 AM

Signed: 1/13/2025 6:12:10 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

1/10/2025 8:35:26 AM

Certified Delivered

Security Checked

1/13/2025 6:11:42 AM

Signing Complete

Security Checked

1/13/2025 6:12:10 AM

Completed

Security Checked

1/13/2025 6:12:10 AM

## Payment Events

## Status

## Timestamps

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BX**

**CHANGE ORDER NO. 28**Date of Issuance: January 8, 2025

Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.: _____
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **modified drainage structure**

Attachments: See attached Exhibit A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,761.90**

Increase/Decrease from prior Change Orders:

**\$12,976,837.08**

Contract Price prior to this Change Order:

**\$44,148,588.98**

Increase/Decrease of this Change Order:

**\$5,197.51**

Contract Price incorporating this Change Order:

**\$44,153,786.49****CHANGE IN CONTRACT TIMES:**Original Contract ~~Working days~~ ~~Calendar days~~  
Times: \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

~~Increase/Decrease from previously approved Change Orders~~

No. \_\_\_\_\_ to No. \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

~~Contract Times prior to this Change Order:~~

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

~~Increase/Decrease of this Change Order:~~

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

~~Contract Times with all approved Change Orders:~~

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED BY:  
ATWELL, LLC  
DISTRICT ENGINEER

By: \_\_\_\_\_

Title: SENIOR DIRECTORDate: 1/10/25ACCEPTED:  
WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_

Title: **Chairman**Date: 1/13/2025ACCEPTED:  
JR. DAVIS CONSTRUCTION COMPANY  
INC.

By: \_\_\_\_\_

Title: Vice President *MJ*Date: 1/9/25

**EXHIBIT A**

# 2177 Westview Pod B RFI 75 Modify Drainage Structure 4A110-C



Jr. Davis Construction Company, Inc.

## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: (407) 870-0066

Email: Marc.Goodman@jr-davis.com

Quote To:

Patrick Wood

Proposal Date:

11/20/2024

Company:

Westview South, CDD

Date of Plans:

Phone:

321-214-1037

Revision Date:

Email:

pwood@taylormorrison.com

Addendums:

HCSS:

2177RFCO48-1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50	Survey and Layout	1.00	LS	915.00	915.00
100	RFI 75 Mod MH 4A110-C	1.00	LS	4,155.00	4,155.00
200	Bond	1.00	LS	127.51	127.51

**GRAND TOTAL**

**\$5,197.51**

### NOTES:

Proposal includes all material, equipment, and labor for the installation of MH 4A110-C modification.

## Certificate Of Completion

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 Document Pages: 3  
 Certificate Pages: 1  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Arizona

Status: Completed  
 Envelope Originator:  
 Kelley Mims  
 4900 N Scottsdale Rd  
 Ste 2000  
 Scottsdale, AZ 85251  
 kmims@taylormorrison.com  
 IP Address: 67.28.67.122

## Record Tracking

Status: Original  
 1/10/2025 8:35:33 AM  
 Holder: Kelley Mims  
 kmims@taylormorrison.com  
 Location: DocuSign

## Signer Events

Josh Kalin  
 jkalin@taylormorrison.com  
 Land Development Director  
 Security Level: Email, Account Authentication  
 (None)

## Signature

DocuSigned by:  
  
 1931330FA90A413...

Signature Adoption: Pre-selected Style  
 Using IP Address: 67.28.67.122

## Timestamp

Sent: 1/10/2025 8:35:54 AM  
 Viewed: 1/13/2025 6:08:13 AM  
 Signed: 1/13/2025 6:08:58 AM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

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Certified Delivered	Security Checked	1/13/2025 6:08:13 AM
Signing Complete	Security Checked	1/13/2025 6:08:58 AM
Completed	Security Checked	1/13/2025 6:08:58 AM

## Payment Events

## Status

## Timestamps

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BXI**

**CHANGE ORDER NO. 29**Date of Issuance: January 8, 2025

Effective Date: \_\_\_\_\_

Project: **Pod B**District: **Westview South Community  
Development District**

District's Contract No.: \_\_\_\_\_

Contract: **Master Agreement for Land Development Services**Date of Contract: **March 7, 2022,  
authorizing addendum of August 7,  
2023 assigned on August 31, 2023**Contractor: **Jr. Davis Construction Company, Inc.**

Architect's/Engineer's Project No.: \_\_\_\_\_

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **removal and reinstallation of fence**

Attachments: See attached Exhibit A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$12,982,034.59**

Contract Price prior to this Change Order:

**\$44,161,786.49**

Increase/Decrease of this Change Order:

**\$7,395.56**

Contract Price incorporating this Change Order:

**\$44,161,182.05****CHANGE IN CONTRACT TIMES:**Original Contract ~~Working days~~ ~~Calendar days~~  
Times:~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~~~Increase/Decrease from previously approved Change Orders~~~~No. \_\_\_\_\_ to No. \_\_\_\_\_:~~~~Substantial completion (days):~~~~Ready for final payment (days):~~~~Contract Times prior to this Change Order:~~~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~~~Increase/Decrease of this Change Order:~~~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~~~Contract Times with all approved Change Orders:~~~~Substantial completion (days or date):~~~~Ready for final payment (days or date):~~RECOMMENDED BY:  
ATWELL, LLC  
DISTRICT ENGINEER

By: \_\_\_\_\_

Title: SENIOR DIRECTORDate: 1/10/25ACCEPTED:  
WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

DocuSigned by:

By: Josh Kalin

1931330FA90A413

Title: **Chairman**Date: 1/13/2025

Date: \_\_\_\_\_

ACCEPTED:  
JR. DAVIS CONSTRUCTION COMPANY  
INC.

By: \_\_\_\_\_

Title: vice PresidentDate: 1/9/25



**EXHIBIT A**

# 2177 Westview Pod B RFI#33 CFX Fence Remove and Re-Install



Jr. Davis Construction Company, Inc.

## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: (407) 870-0066

Email: Marc.Goodman@jr-davis.com

Quote To:

Patrick Wood

Proposal Date:

12/13/2024

Company:

Westview South, CDD

Date of Plans:

Phone:

321-214-1037

Revision Date:

Email:

pwood@taylormorrison.com

Addendums:

HCSS:

2177RFCO54-1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50	Survey and Layout	1.00	LS	915.00	915.00
100	CFX Fence Removal and Replacement	1.00	LS	6,300.00	6,300.00
200	Bond	1.00	LS	180.56	180.56

**GRAND TOTAL**

**\$7,395.56**

### NOTES:

Proposal includes all material, equipment, and labor for the removal and reinstallation of the 150' of fence by the CFX pond along Poincianna Parkway per RFI #33.

## Certificate Of Completion

Envelope Id: F9757AB4-9F01-4D9F-917F-984197DCC1FD  
 Subject: Complete with Docusign: 2177 CO129 signed JDC and Atwell.pdf  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 1  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Arizona

Status: Completed  
 Envelope Originator:  
 Kelley Mims  
 4900 N Scottsdale Rd  
 Ste 2000  
 Scottsdale, AZ 85251  
 kmims@taylormorrison.com  
 IP Address: 67.28.67.122

## Record Tracking

Status: Original  
 1/10/2025 8:36:00 AM  
 Holder: Kelley Mims  
 kmims@taylormorrison.com  
 Location: DocuSign

## Signer Events

Josh Kalin  
 jkalin@taylormorrison.com  
 Land Development Director  
 Security Level: Email, Account Authentication  
 (None)

## Signature

DocuSigned by:  
  
 1931330FA90A413...

Signature Adoption: Pre-selected Style  
 Using IP Address: 67.28.67.122

## Timestamp

Sent: 1/10/2025 8:36:19 AM  
 Viewed: 1/13/2025 6:12:21 AM  
 Signed: 1/13/2025 6:12:39 AM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	1/10/2025 8:36:20 AM
Certified Delivered	Security Checked	1/13/2025 6:12:21 AM
Signing Complete	Security Checked	1/13/2025 6:12:39 AM
Completed	Security Checked	1/13/2025 6:12:39 AM

## Payment Events

## Status

## Timestamps

# **WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION**

**ITEMS BXII**

**CHANGE ORDER NO. 30**Date of Issuance: January 8, 2025

Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.: _____
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **sidewalk Installation**

Attachments: See attached Exhibit A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$12,989,430.15**

Contract Price prior to this Change Order:

**\$44,161,182.05**

Increase/Decrease of this Change Order:

**\$14,115.00**

Contract Price incorporating this Change Order:

**\$44,175,297.05****CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date): **July 15, 2024**Ready for final payment (days or date): **January 16, 2025**

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date): **July 15, 2024**Ready for final payment (days or date): **January 16, 2025**

Increase/Decrease of this Change Order:

Substantial completion (days or date): **60**Ready for final payment (days or date): **60**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **Sept. 13, 2024**Ready for final payment (days or date): **March 17, 2025**RECOMMENDED BY:  
**ATWELL, LLC**  
**DISTRICT ENGINEER**

By: \_\_\_\_\_

Title: SENIOR DIRECTORDate: 1/10/25ACCEPTED:  
**WESTVIEW SOUTH COMMUNITY**  
**DEVELOPMENT DISTRICT**

DocuSigned by:

By: Josh Kalin

1034330FA00A413...

Title: **Chairman**Date: 1/13/2025ACCEPTED:  
**JR. DAVIS CONSTRUCTION COMPANY**  
**INC.**

By: \_\_\_\_\_

Title: Vice PresidentDate: 1/10/25

EXHIBIT A

2177 Westview Pod B N2A2B Hardscape SW

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: (407) 870-0066

Email: Marc.Goodman@jr-davis.com

Quote To: Patrick Wood  
Company: Westview South, CDD  
Phone: 321-214-1037  
Email: pwood@taylormorrison.com  
HCSS: 2177RFCO55

Proposal Date: 12/13/2024  
Date of Plans:  
Revision Date:  
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50	Survey and Layout	1.00	LS	915.00	915.00
60	5' Concrete Sidewalk	264.00	SY	50.00	13,200.00
GRAND TOTAL					\$14,115.00

NOTES:

Proposal includes all material, equipment, and labor for the installation of 475 LF of 5' Concrete Sidewalk at two Park Areas in N2A2B.

An additional 60 days is requested to be added to the Contract Time.

## Certificate Of Completion

Envelope Id: 6DEFD40D-3164-4B8E-954A-A14268666903

Status: Completed

Subject: Complete with Docusign: 2177 CO30 signed JDC & Atwell.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Kelley Mims

AutoNav: Enabled

4900 N Scottsdale Rd

Envelopeld Stamping: Enabled

Ste 2000

Time Zone: (UTC-07:00) Arizona

Scottsdale, AZ 85251

kmims@taylormorrison.com

IP Address: 67.28.67.122

## Record Tracking

Status: Original

Holder: Kelley Mims

Location: DocuSign

1/13/2025 5:10:09 AM

kmims@taylormorrison.com

## Signer Events

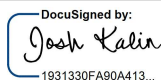
Josh Kalin

jkalin@taylormorrison.com

Land Development Director

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
1931330FA90A413...

Signature Adoption: Pre-selected Style

Using IP Address: 67.28.67.122

## Timestamp

Sent: 1/13/2025 5:10:31 AM

Viewed: 1/13/2025 6:17:07 AM

Signed: 1/13/2025 6:17:29 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

1/13/2025 5:10:32 AM

Certified Delivered

Security Checked

1/13/2025 6:17:07 AM

Signing Complete

Security Checked

1/13/2025 6:17:29 AM

Completed

Security Checked

1/13/2025 6:17:29 AM

## Payment Events

## Status

## Timestamps



# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS BXIII**

**CHANGE ORDER NO. 31**Date of Issuance: January 8, 2025

Effective Date: \_\_\_\_\_

Project: **Pod B**District: **Westview South Community  
Development District**

District's Contract No.: \_\_\_\_\_

Contract: **Master Agreement for Land Development Services**Date of Contract: **March 7, 2022,  
authorizing addendum of August 7,  
2023 assigned on August 31, 2023**Contractor: **Jr. Davis Construction Company, Inc.**

Architect's/Engineer's Project No.: \_\_\_\_\_

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **relocation of STR#2B140**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90****CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date): **July 15, 2024**Ready for final payment (days or date): **January 16, 2025**

Increase/Decrease from prior Change Orders:

**\$13,003,545.15**

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): **+60**Ready for final payment (days): **+60**

Contract Price prior to this Change Order:

**\$44,175,297.05**

Contract Times prior to this Change Order:

Substantial completion (days or date): **Sept. 13, 2024**Ready for final payment (days or date): **March 17, 2025**

Increase/Decrease of this Change Order:

**\$23,886.22**

Increase/Decrease of this Change Order:

Substantial completion (days or date): **+10**Ready for final payment (days or date): **+10**

Contract Price Incorporating this Change Order:

**\$44,199,183.27**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **Sept. 23, 2024**Ready for final payment (days or date): **March 27, 2025**RECOMMENDED BY:  
**ATWELL, LLC**  
**DISTRICT ENGINEER**

By: \_\_\_\_\_

Title: **SENIOR DESIGNER**Date: **1/10/25**ACCEPTED:  
**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:

By: **Josh Kalin**Title: **Chairman**Date: **1/13/2025**ACCEPTED:  
**JR. DAVIS CONSTRUCTION COMPANY  
INC.**

By: \_\_\_\_\_

Title: **Vice President**Date: **1/10/25**

EXHIBIT A

2177 Westview Pod B STR#2B140 Changes Per RFI#63



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: (407) 870-0066

Email: Marc.Goodman@jr-davis.com

Quote To: Patrick Wood  
Company: Westview South, CDD  
Phone: 321-214-1037  
Email: pwood@taylormorrison.com  
HCSS: 2177RFCO57-1

Proposal Date: 12/18/2024  
Date of Plans:  
Revision Date:  
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50	Survey and Layout	1.00	LS	1,900.00	1,900.00
100	STR#2B140 Demo	1.00	EA	6,500.00	6,500.00
150	STR#2B140 Install	1.00	EA	3,000.00	3,000.00
200	30" RCP	20.00	LF	145.00	2,900.00
250	2B140 Spreader Swale	1.00	EA	9,000.00	9,000.00
300	Bond	1.00	LS	586.22	586.22
GRAND TOTAL					\$23,886.22

NOTES:

Proposal includes all material, equipment, and labor for the relocation of STR#2B140 Per RFI#63

An additional 10 days is requested to be added to the Contract Time.

## Certificate Of Completion

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Status: Completed

Subject: Complete with Docusign: 2177 CO31 signed JDC & Atwell.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Kelley Mims

AutoNav: Enabled

4900 N Scottsdale Rd

Envelopeld Stamping: Enabled

Ste 2000

Time Zone: (UTC-07:00) Arizona

Scottsdale, AZ 85251

kmims@taylormorrison.com

IP Address: 67.28.67.122

## Record Tracking

Status: Original

Holder: Kelley Mims

Location: DocuSign

1/13/2025 5:10:42 AM

kmims@taylormorrison.com

## Signer Events

Josh Kalin

jkalin@taylormorrison.com

Land Development Director

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
1931330FA90A413...

Signature Adoption: Pre-selected Style

Using IP Address: 67.28.67.122

## Timestamp

Sent: 1/13/2025 5:11:01 AM

Viewed: 1/13/2025 6:17:42 AM

Signed: 1/13/2025 6:17:49 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

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## Timestamp

## Witness Events

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## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

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Hashed/Encrypted

1/13/2025 5:11:01 AM

Certified Delivered

Security Checked

1/13/2025 6:17:42 AM

Signing Complete

Security Checked

1/13/2025 6:17:49 AM

Completed

Security Checked

1/13/2025 6:17:49 AM

## Payment Events

## Status

## Timestamps

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BXIV**

**CHANGE ORDER NO. 32**Date of Issuance: January 10, 2025

Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.:
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **spine road rev striping at KOA per Osc Co**

Attachments: See attached Exhibit A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90****CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date): **July 15, 2024**Ready for final payment (days or date): **January 16, 2025**

Increase/Decrease from prior Change Orders:

**\$13,027,431.37**

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): **+70**Ready for final payment (days): **+70**

Contract Price prior to this Change Order:

**\$44,199,183.27**

Contract Times prior to this Change Order:

Substantial completion (days or date): **Sept. 23, 2024**Ready for final payment (days or date): **March 27, 2025**

Increase/Decrease of this Change Order:

**\$6,250.00**

Increase/Decrease of this Change Order:

Substantial completion (days or date): **+5**Ready for final payment (days or date): **+5**

Contract Price incorporating this Change Order:

**\$44,205,433.27**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **Sept. 28, 2025**Ready for final payment (days or date): **April 1, 2025**RECOMMENDED BY:  
ATWELL, LLC  
DISTRICT ENGINEERBy: Title: SENIOR DIRECTORDate: 1/14/25ACCEPTED:  
WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

DocuSigned by:

By: Title: **Chairman**Date: 1/14/2025ACCEPTED:  
JR. DAVIS CONSTRUCTION COMPANY  
INC.By: Title: **Vice President**Date: January 10, 2025

## EXHIBIT A



2177 Westview Pod B Spine Rd Rev Striping at Koa per Osc  
Co

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: (407) 870-0066

Email: Marc.Goodman@jr-davis.com

Quote To: Patrick Wood  
Company: Westview South, CDD  
Phone: 321-214-1037  
Email: pwood@taylormorrison.com  
HCSS: 2177RFC059

Proposal Date: 01/02/2025  
Date of Plans:  
Revision Date:  
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	REV STRIPING PER OSC COUNTY AT KOA	1.00	LS	6,100.00	6,100.00
20	BOND	1.00	LS	150.00	150.00
GRAND TOTAL					\$6,250.00

NOTES:

Proposal includes MOT and Striping per email from Melvin Perez.

An additional 5 days is requested to be added to the Contract Time.

## Certificate Of Completion

Envelope Id: D895142F-B49B-4D70-B64F-CBD29522CBDD

Status: Completed

Subject: Complete with Docusign: 2177 CO32 signed ATWELL&JDC.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Kelley Mims

AutoNav: Enabled

4900 N Scottsdale Rd

Envelopeld Stamping: Enabled

Ste 2000

Time Zone: (UTC-07:00) Arizona

Scottsdale, AZ 85251

kmims@taylormorrison.com

IP Address: 35.141.58.99

## Record Tracking

Status: Original

Holder: Kelley Mims

Location: DocuSign

1/14/2025 12:36:59 PM

kmims@taylormorrison.com

## Signer Events

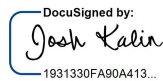
Josh Kalin

jkalin@taylormorrison.com

Land Development Director

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
1931330FA90A413...

Signature Adoption: Pre-selected Style  
Using IP Address: 67.28.67.122

## Timestamp

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Viewed: 1/14/2025 1:08:35 PM

Signed: 1/14/2025 1:08:54 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

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1/14/2025 12:37:22 PM

Certified Delivered

Security Checked

1/14/2025 1:08:35 PM

Signing Complete

Security Checked

1/14/2025 1:08:54 PM

Completed

Security Checked

1/14/2025 1:08:54 PM

## Payment Events

## Status

## Timestamps

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BXV**

**CHANGE ORDER NO. 33**Date of Issuance: January 29, 2025

Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.:
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **direct purchase order reconciliation**

Attachments: See attached Exhibit A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$13,033,681.37**

Contract Price prior to this Change Order:

**\$44,205,433.27**

Increase/Decrease of this Change Order:

**(\$8,701,494.97)**

Contract Price incorporating this Change Order:

**\$35,503,938.30****CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date): **July 15, 2024**Ready for final payment (days or date): **January 16, 2025**

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): **+75**Ready for final payment (days): **+75**

Contract Times prior to this Change Order:

Substantial completion (days or date): **Sept. 28, 2024**Ready for final payment (days or date): **April 1, 2025**

Increase/Decrease of this Change Order:

Substantial completion (days or date): **0**Ready for final payment (days or date): **0**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **Sept. 28, 2025**Ready for final payment (days or date): **April 1, 2025**RECOMMENDED BY:  
**ATWELL, LLC**  
**DISTRICT ENGINEER**By: Title: SENIOR DIRECTORDate: 2/18/25ACCEPTED:  
**WESTVIEW SOUTH COMMUNITY**  
**DEVELOPMENT DISTRICT**

DocuSigned by:

By: 

91788BAB2AA3454...

Title: **Assistant Secretary**Date: 2/21/2025ACCEPTED:  
**JR. DAVIS CONSTRUCTION COMPANY**  
**INC.**By: Title: **President** *mg*Date: 1/31/25

## **EXHIBIT A**

## Owner Direct Purchase Order Reconciliation Letter

January 6, 2025

Westview South Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Rd., STE 410W  
Boca Raton, FL 33431

Attention : Josh Kalin

Re Project: Westview POD B Spine Road  
Subject: ODP – Vendor Reconciliation  
Vendor: Mack Concrete Industries, Inc.  
PO No.: 2177-01 dated 9/7/2023

Dear Sir:

The Westview South CDD, issued a vendor purchase order to Mack Concrete Industries, Inc. on 9/7/2023 in the amount of \$735,645.00, PO No. 2177-01 for the Westview POD B Spine Road Project.

The amount invoiced, billed and payments against this Purchase Order total \$1,766,923.00 through 8/30/2024. There are no outstanding invoices for the Westview POD B Spine Road project against this Purchase Order.

PO Amount:	\$735,645.00
Change Order Amount:	\$1,046,998.00
Revised PO Amount:	\$1,782,643.00
Invoiced Amount:	\$1,772,718.00
<u>Paid Amount:</u>	<u>\$1,772,718.00</u>
PO Balance:	\$9,925.00

**Mack Concrete Industries, Inc.**

Sincerely,

 **Office Manager**  
Title (Officer of Vendor Co.)

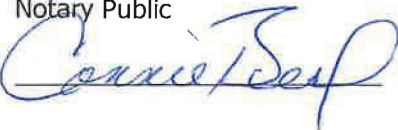
Notarization

State of Florida

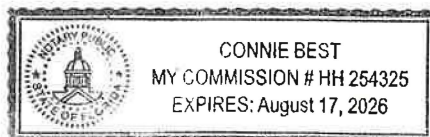
County of Lake

Sworn before me on this 7<sup>th</sup> day of Jan. 2025.

Notary Public



Commission Expires:





13100 NW 118 Avenue  
Miami, FL 33178  
305-822-8191  
800-654-9376

December 10, 2024

Westview South Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Rd., STE 410W  
Boca Raton, FL 33431

Attention : Josh Kalin

Re Project: Westview POD B Spine Road  
Subject: ODP – Vendor Reconciliation  
Vendor: Hydro Conduit, LLC d/b/a Rinker Materials  
PO No.: 2177-02 dated 9/18/2023

Dear Sir:

The Westview South CDD, issued a vendor purchase order to Hydro Conduit, LLC d/b/a Rinker Materials on 9/18/2023 in the amount of \$857,637.20, PO No. 2177-02 for the Westview POD B Spine Road Project.

The amount invoiced, billed and payments against this Purchase Order total \$1,383,368.60 through 8/16/2024. There are no outstanding invoices for the Westview POD B Spine Road project against this Purchase Order.

PO Amount:	\$857,637.20
Change Order Amount:	\$529,315.40
Revised PO Amount:	\$1,386,952.60
Invoiced Amount:	\$1,383,368.60
<u>Paid Amount:</u>	<u>\$1,383,368.60</u>
PO Balance:	\$3,584.00

Hydro Conduit, LLC dba Rinker Materials

Sincerely,

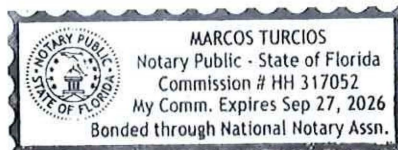
  
Credit Manager

Notarization  
State of Florida, County of Miami-Dade  
Sworn before me on this 10 day of December 2024.

Notary Public

Commission Expires:









## Owner Direct Purchase Order Reconciliation Letter

January 21, 2025

Westview South Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Rd., STE 410W  
Boca Raton, FL 33431

Attention : Josh Kalin

Re Project: Westview POD B Spine Road  
Subject: ODP – Vendor Reconciliation  
Vendor: FERGUSON ENTERPRISES, LLC  
PO No.: 2177-05 dated 11/10/2023

Dear Sir:

Westview South CDD, issued a vendor purchase order to Ferguson Waterworks on 09/13/2023 in the amount of \$2,789,100.40, PO No. 2177-03 for the Westview POD B Spine Rd. Project.

The amount invoiced, billed and payments against this Purchase Order total \$3,000,827.15 through 01/13/2025. There are no outstanding invoices for the Westview POD B Spine Road project against this Purchase Order.

PO Amount:	\$2,789,100.40
Change Order Amount:	\$207,022.15
Revised PO Amount:	\$2,996,122.55
Invoiced Amount:	\$3,000,623.15
<u>Paid Amount:</u>	<u>\$3,000,623.15</u>
PO Balance:	-\$4,704.60

### Ferguson Waterworks

Sincerely,

Robin Bechtold Regional Credit Manager  
Title (Officer of Vendor Co.)

Notarization

State of ~~Florida~~ Illinois  
County of COOK

Sworn before me on this 23 day of JANUARY 2025 20  .

Notary Public

Commission Expires: 6/20/2025

Emily Gillespie







*Hydra Service, Inc.*

**SPECIALIST IN FLUID MOVEMENT**

P.O. Box 365  
Warrior, AL 35180  
Phone: (205) 647-5326  
Fax: (205) 647-2736  
(Corporate Office)

23304 McAuliffe Drive 4381 Hwy 80  
Robertsdale, AL 36567 Pelahatchie, MS 36567  
Phone: (251) 947-5006 Phone: (601) 854-5502  
Fax: (251) 947-5105 Fax: (601) 854-5504

250 Springview Commerce Dr.  
Debary, FL 32713  
Phone: (407) 330-3456  
Fax: (407) 330-3404

## Owner Direct Purchase Order Reconciliation Letter

October 14, 2024

Westview South Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Rd., STE 410W  
Boca Raton, FL 33431

Attention : Josh Kalin

Re Project: Westview POD B Spine Road  
Subject: ODP – Vendor Reconciliation  
Vendor: Hydra Services, Inc.  
PO No.: 2177-04 dated 10/3/2023

Dear Sir:

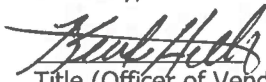
The Westview South CDD, issued a vendor purchase order to Hydra Services on 10/3/2023 in the amount of \$73,641.00, PO No. 2177-04 for the Westview POD B Spine Road Project.

The amount invoiced, billed and payments against this Purchase Order total \$162,533.00 through 5/28/2024. There are no outstanding invoices for the Westview POD B Spine Road project against this Purchase Order.

PO Amount:	\$73,641.00
Change Order Amount:	\$88,892.00
Revised PO Amount:	\$162,533.00
Invoiced Amount:	\$162,533.00
<u>Paid Amount:</u>	<u>\$162,533.00</u>
PO Balance:	\$0.00

**Hydra Services, Inc.**

Sincerely,

  
Title (Officer of Vendor Co.)


Notarization

State of Florida

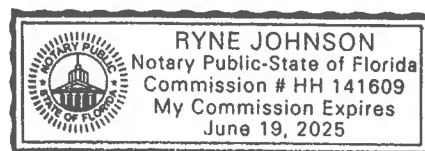
County of Volusia

Sworn before me on this 15<sup>th</sup> day of October 2024.

Notary Public



Commission Expires:



## Owner Direct Purchase Order Reconciliation Letter

January 16, 2025

Westview South Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Rd., STE 410W  
Boca Raton, FL 33431

Attention : Josh Kalin

Re Project: Westview POD B Spine Road  
Subject: ODP – Vendor Reconciliation  
Vendor: Fortiline Waterworks  
PO No.: 2177-05 dated 11/10/2023

Dear Sir:

Westview South CDD, issued a vendor purchase order to Fortiline Waterworks on 11/10/2023 in the amount of \$1,697,872.70, PO No. 2177-05 for the Westview POD B Spine Rd - N2A2B phase Project.

The amount invoiced, billed and payments against this Purchase Order total \$1,889,156.99 through 11/22/2024. There are no outstanding invoices for the Westview POD B Spine Road – N2A2B phase project against this Purchase Order.

PO Amount:	\$1,697,872.70
Change Order Amount:	\$296,696.50
Revised PO Amount:	\$1,994,569.20
Invoiced Amount:	\$1,889,156.99
<u>Paid Amount:</u>	<u>\$1,889,156.99</u>
PO Balance:	\$105,412.21

### Fortiline Waterworks

Sincerely,

*Elizabeth Jeffery, Sr. Regional Credit Manager.*  
Title (Officer of Vendor Co.)

Notarization

State of Florida

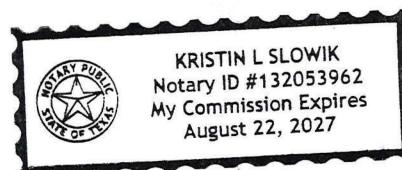
County of DALLAS

Sworn before me on this 22 day of Jan 2025

Notary Public

Commission Expires:

*Kristin L Slowik*



# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS BXVI**

**CHANGE ORDER NO. 34**Date of Issuance: February 13, 2025

Effective Date: \_\_\_\_\_

Project: <b>Pod B</b>	District: <b>Westview South Community Development District</b>	District's Contract No.: _____
Contract: <b>Master Agreement for Land Development Services</b>		Date of Contract: <b>March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023</b>
Contractor: <b>Jr. Davis Construction Company, Inc.</b>		Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **relocation of the reclaim and forcemain valves**

Attachments: See attached Exhibit A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price/Authorizing Addendum:

**\$31,171,751.90**

Increase/Decrease from prior Change Orders:

**\$4,332,186.40**

Contract Price prior to this Change Order:

**\$35,503,938.30**

Increase/Decrease of this Change Order:

**\$5,141.20**

Contract Price incorporating this Change Order:

**\$35,509,079.50****CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date): **July 15, 2024**Ready for final payment (days or date): **January 16, 2025**

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): **+75**Ready for final payment (days): **+75**

Contract Times prior to this Change Order:

Substantial completion (days or date): **Sept. 28, 2024**Ready for final payment (days or date): **April 1, 2025**

Increase/Decrease of this Change Order:

Substantial completion (days or date): **0**Ready for final payment (days or date): **0**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **Sept. 28, 2025**Ready for final payment (days or date): **April 1, 2025**RECOMMENDED BY:  
**ATWELL, LLC**  
**DISTRICT ENGINEER**

By: \_\_\_\_\_

Title: SENIOR DIRECTORDate: 2/18/25ACCEPTED:  
**WESTVIEW SOUTH COMMUNITY**  
**DEVELOPMENT DISTRICT**

DocuSigned by:

By: \_\_\_\_\_

Susan Kane

91788BAB2AA3454...

Title: Assistant SecretaryDate: 2/21/2025ACCEPTED:  
**JR. DAVIS CONSTRUCTION COMPANY**  
**INC.**

By: \_\_\_\_\_

Title: PresidentDate: February 18, 2025

## **EXHIBIT A**

# 2177 Westview Pod B RFI 76 Valve Relocation



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: (407) 870-0066

Email: Marc.Goodman@jr-davis.com

Quote To:

Company:

Phone:

Email:

HCSS:

Patrick Wood

Westview South, CDD

321-214-1037

pwood@taylormorrison.com

2177RFCO50-1

Proposal Date:

11/22/2024

Date of Plans:

Revision Date:

Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50	Survey and Layout	1.00	LS	915.00	915.00
200	16" RM GV & Blow Off Relocation	1.00	EA	2,050.00	2,050.00
300	16" FM GV & Blow Off Relocation	1.00	EA	2,050.00	2,050.00
600	Bond	1.00	LS	126.20	126.20

**GRAND TOTAL**

**\$5,141.20**

### NOTES:

Proposal includes all material, equipment, and labor for the relocation of the Reclaim and Forcemain valves and blow off assemblies at end of Spine Rd to allow for adequate cover per EOR response to RFI76.

# **WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION**

**ITEMS C**



Westview South Community Development District

Change order to Purchase Order #2177-03

Change Order No. 9

Project: Westview POD B Spine Road
Owner: Westview South CDD
Seller: Ferguson Waterworks
Contractor: Jr. Davis Construction Company, Inc.

Date 7/29/2024

Table with 4 columns: ITEM NO., CHANGE ON PURCHASE ORDER, DESCRIPTION OF CHANGE, AMOUNT + / (-). Row 1: 1 Revised Plan - add valve can risers & gate valve, add, \$ 4,435.00

Net Change Order Amount \$ 4,435.00

Purchase Order Amount Prior to Change Order \$ 2,966,687.55

Revised Purchase Order Amount \$ 2,971,122.55

Comments

Acceptable To: Ferguson Waterworks, Date 7/29/2024

Acceptable To: Marc A Goodman, Digitally signed by Marc A Goodman, Date: 2024.07.29 09:16:32 -04'00', Jr. Davis Construction Company, Inc., Date

Approved By: Josh Kalin, 9/11/2024, Westview South Community Development District, Date

Recommended By Atwell, LLC CDD Engineer

Larry T Ray, Digitally signed by Larry T Ray, DN: CN=Larry T Ray, dnQualifier=A01410D00000190313EBF5E000465F3, O=Unaffiliated, C=US, Date: 2024.08.19 15:24:26-04'00'





FEL-ORLANDO WATERWORKS #126  
801 THORPE ROAD  
ORLANDO, FL 32824-8016

Phone: 407-859-7473  
Fax: 407-859-9561

Deliver To: .  
From: Chuck Grimstead  
Comments:

12:15:39 JUL 27 2024

Page 1 of 1

FEL-ORLANDO WATERWORKS #126

Order Confirmation  
Phone: 407-859-7473  
Fax: 407-859-9561

Order No: 2100684  
Order Date: 07/27/24  
Writer: CG

Req Date: 07/30/24

Ship Via: OUR TRUCK  
Terms: NET 10TH PROX

Sold To: WESTVIEW SOUTH CDD  
PO BOX 810036  
177 WATERMARK BLVD  
C/O JR DAVIS  
BOCA RATON, FL 33481

Ship To: JR DAVIS CONSTRUCTION  
WATERMARK BLVD  
KISSIMMEE, FL 34746

Cust PO#: 2177-CO

Job Name: 2177 WATERMARK BLVD

Item	Description	Quantity	Net Price	UM	Total
SVB630218	12 RISE SCRW VLV BX EXT 18 TOT HGT	15	47.000	EA	705.00
SVB630224	18 RISE SCRW VLV BX EXT 24 TOT HGT	15	50.000	EA	750.00
SVB630230	24 RISE SCRW VLV BX EXT 30 TOT HGT	15	59.000	EA	885.00
AFC2510MMLAOL	10 DI MJ RW OL GATE VLV L/A	1	2095.000	EA	2095.00
<b>Net Total:</b>					\$4435.00
<b>Tax:</b>					\$0.00
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$4435.00

**WARRANTY PROVISIONS**

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=126&on=67917>

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS DI**

**Westview South Community Development District**

Change order to Purchase Order #2177-01

Change Order No. 9

Project: Westview POD B Spine Road

Date 8/19/2024

Owner: Westview South CDD

Seller: Mack Concrete Industries, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	RFI response and future plan revision	Add	\$ 775.00

Net Change Order Amount \$ 775.00

Purchase Order Amount Prior to Change Order \$ 1,776,073.00

Revised Purchase Order Amount \$ 1,776,848.00

Comments

Acceptable To: *Mack Concrete Industries* 8-19-24  
Mack Concrete Industries Date

Marc A  
Goodman  
Digitally signed by Marc A Goodman  
Date: 2024.08.19 13:49:29 -04'00'

Acceptable To: Jr. Davis Construction Company, Inc.   
Jr. Davis Construction Company, Inc. Date

DocuSigned by:  
*Josh Kalin* 9/11/2024  
Approved By: Westview South Community Development District   
1931330FA90A413 Date

Recommended  
By Atwell, LLC  
CDD Engineer

Larry T Ray  
Digitally signed by Larry T Ray  
DN: cn=Larry T Ray,  
dnQualifier=A01410D00000190313EBF5E000465F3,  
o=Unaffiliated, c=US  
Date: 2024.08.19 14:52:26 -04'00'



# Invoice

<b>Remit To:</b> Mack Industries, Inc. PO Box 936468 Atlanta, GA 31193-6468	<b>Deliver To:</b> 1 HOUSTON KOWING WESTVIEW POD B WATERMARK BLVD SR 27 SOUTH GO PAST SR 192 TO RONALD REAGAN PKWY E PAST SR 17-92 ONTO POINCIANA PKWY, JOB WILL BE ON THE RIGHT JUST BEFORE CYPRESS	<b>Invoice No.:</b> MCI000146086 <b>Invoice Date:</b> 8/19/2024 <b>Due Date:</b> 9/18/2024 <b>Order No:</b> CF00027449 <b>Salesperson:</b> Gregory Knotts <b>Cust PO:</b> 2177-01 <b>Payment Terms:</b> NET 30 DAYS <b>Currency:</b> USD <b>Tax Code:</b> FL49EX
<b>Invoice To:</b> C026026 WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT C/O JR. DAVIS CONSTRUCTION CO 210 HANGAR ROAD KISSIMMEE FL 34741		

Job Name: WESTVIEW POD B WATERMARK BLVD

Last BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
129279	401	F14248	MH,4'dia,Riser,5"w,48"	W74A-A	1.000	775.00	775.00

## Special Instructions:

Thank you! We appreciate your business. For billing inquiries,  
please email: [billing@mackconcrete.com](mailto:billing@mackconcrete.com) or call locally 352-742-2333

"Serving the Construction Industry since 1932"

Wire To: WELLS FARGO - A/R  
Bank Transit Number: 121000248  
Account Number: 4124597048

<b>Sales Amount</b>	775.00
<b>Misc Charges</b>	0.00
<b>Fuel Surcharge</b>	0.00
<b>Surcharge</b>	0.00
<b>Prepaid Amount</b>	0.00
<b>Sales Tax</b>	0.00
<b>Total</b>	775.00

To pay online scan the QR code or visit  
<https://www.e-billexpress.com/ebpp/mack>



**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS DII**

Westview South Community Development District

Change order to Purchase Order #2177-01

Change Order No. 10

Project: Westview POD B Spine Road
Owner: Westview South CDD
Seller: Mack Concrete Industries, Inc.
Contractor: Jr. Davis Construction Company, Inc.

Date 11/20/2024

Table with 4 columns: ITEM NO., CHANGE ON PURCHASE ORDER, DESCRIPTION OF CHANGE, AMOUNT + / (-). It lists two items: RFI 75 Storm Manhole 4A110-C and USF 170-E 'Storm'.

Net Change Order Amount \$ 5,795.00

Purchase Order Amount Prior to Change Order \$ 1,776,848.00

Revised Purchase Order Amount \$ 1,782,643.00

Comments

Acceptable To: Mack Concrete Industries, Date 11-21-24

Marc A Goodman, Digitally signed by Marc A Goodman, Date: 2024.11.21 14:53:12 -05'00'

Acceptable To: Jr. Davis Construction Company, Inc., Date

Approved By: Josh Kalin, 12/11/2024, Westview South Community Development District, Date

Recommended by Atwell, LLC
CDD Engineer



Digitally signed by David G. Gastel
DN: CN=David G. Gastel,
dnQualifier=A01410C0000019369FE8E67000255EE,
o=Unaffiliated, c=US
Location: This item has been electronically signed and sealed by David Gastel, PE using a Digital Signature and date. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Reason: Digitally signed by David Gastel DN:
E=dgastel@atwell-group.com, CN=David Gastel,
O=Atwell Group, LLC, L=Orlando, S=FL, C=US
Contact Info: Email: dgastel@atwell-group.com
Date: 2024.12.03 20:26:15-0500

**MACK CONCRETE INDUSTRIES**ta  
\*\*\*\***CHANGE ORDER**

Customer Name Westview CDD c/o Jr Davis Const. Job # 27449 Quote # 66556  
 Order Name Westview Pod B Watermark Blvd. Date sold 11/20/2024  
 Order Contact Marc Goodman Phone \_\_\_\_\_  
 Is Approval of Drawings Needed? no Credit Approval \_\_\_\_\_ Date \_\_\_\_\_  
 Number of Copies to be Sent \_\_\_\_\_ Special Approval \_\_\_\_\_ Date \_\_\_\_\_  
 How to Handle \_\_\_\_\_

**DELIVERY INSTRUCTIONS**

Delivery Only (Customer Unload)  
 Delivery and Unload  
 Delivery, Unload, and Set  
 Customer Pick-Up  
 C.O.D.  
 Ship Via

X

**ENGINEERING DATA**

Date In \_\_\_\_\_ Out \_\_\_\_\_  
 Drawings Done & Checked \_\_\_\_\_  
 Date to Approval \_\_\_\_\_  
 Date Approved \_\_\_\_\_  
 How Approved \_\_\_\_\_

<b><u>QUANTITY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>
------------------------	---------------------------	--------------------------

1	76" dia. Reducing top slab, 4' dia. X 32" ht. riser, 24" ht. cone (4A110-C)	\$1,545.00

**REASON FOR CHANGE:**


Sales Representative

Greg Knotts

Sales #

110**TOTAL CHANGE ORDER**

\$

1,545.00

Plus all applicable sales taxes

MACK CONCRETE INDUSTRIES

ta  
\*\*\*\*

CHANGE ORDER

Customer Name	Westview CDD c/o Jr Davis Const.	Job #	27449	Quote #	66556
Order Name	Westview Pod B Watermark Blvd.	Date sold	11/21/2024		
Order Contact	Marc Goodman	Phone			
Is Approval of Drawings Needed?	no	Credit Approval		Date	
Number of Copies to be Sent		Special Approval		Date	
How to Handle					

DELIVERY INSTRUCTIONS

Delivery Only (Customer Unload)  
Delivery and Unload  
Delivery, Unload, and Set  
Customer Pick-Up  
C.O.D.  
Ship Via

X

ENGINEERING DATA

Date In Out  
Drawings Done & Checked  
Date to Approval  
Date Approved  
How Approved

QUANTITY	DESCRIPTION	UNIT PRICE
----------	-------------	------------

10	USF 170-E r/c "storm"	\$425.00

REASON FOR CHANGE:


Sales Representative	Greg Knotts	Sales #	110
TOTAL CHANGE ORDER		\$	4,250.00

Plus all applicable sales taxes



**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

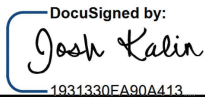
**RATIFICATION**

**ITEMS E**

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.  
NAME: Ben Scott  
ADDRESS: 2291 W. Airport Blvd., Sanford, FL 32771  
TELEPHONE NUMBER: 407-731-2341 / 407-688-9191
2. Manufacturer or brand, model or specification number of the item.  
**See attached – Quote # 6415682 dated 11/10/23 and Quote #6415683 dated 11/10/23**
3. Quantity needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above.  
**\$1,697,872.70**
5. The sales tax associated with the price quote. **\$ 101,947.36 (6% State tax & \$75 County Surtax)**
6. Shipping and handling insurance cost. **\$ INCLUDED**
7. Delivery dates as established by Contractor and Schedule.

OWNER: **Westview South Community Development District**

DocuSigned by:  
  
1931330EA90A413

11/10/2023

Authorized Signature (Title)

Date

CONTRACTOR: **Jr. Davis Construction Company**  
**Marc A Goodman**  
Digitally signed by  
Marc A Goodman  
Date: 2023.11.10  
15:57:03 -05'00'

Authorized Signature (Title)

Date

**Attachment: Quote**

**PURCHASE ORDER**  
**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

<b>"Owner"</b>		<b>"Seller"</b>	
Owner:	Westview South Community Development District	Seller:	Fortiline Waterworks
Address:	c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431	Address:	822 Mary's Park Place Winter Garden, Florida 34787
Phone:	(561) 571-0010	Phone:	

<b>"Project"</b>			
Project Name:	Westview South Project – Pod B Spine Road	Contract Date:	August 7, 2023, as assigned August 31, 2023
Project Address:	Osceola/Polk County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$1,697,872.70

**Certificate of Exemption #** 85-8018974965C-4

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

Owner

By:

Name:

Title: Chairman

Date Executed: 11/10/2023

**FORTILINE WATERWORKS**

Seller

By:

Name:

Title: Outside Sales

Date Executed: November 10, 2023

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions

**EXHIBIT A**

**[Vendor's Proposal]**

a **MORSCO** brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
232874	FORTILINE KISSIMMEE	6415682	11/10/23	1

CUSTOMER	PROJECT INFORMATION
WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481	WESTVIEW POD B 2A2B TWA FINAL

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<p>*****</p> <p>GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY</p> <p>*****</p> <p>*****</p> <p>BUYOUT PRICING: 10/26/23 -BEN SCOTT</p> <p>385 LOTS TO SERVICE</p> <p>DATE: 8/7/23</p> <p>JOB NAME: WESTVIEW POD B 2A2B</p> <p>LOCATION: TOHO</p> <p>SPECS: TOHO</p> <p>ENG: ATWELL ENGINEERING</p> <p>DATE ON PLANS:</p> <p>*****</p> <p>SALES TEAM:</p> <p>OUTSIDE SALES: CHUCK WEST</p> <p>CELL: (407) 383-3073 CHUCK.WEST@FORTILINE.COM</p> <p>INSIDE SALES: BEN SCOTT</p>		

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
232874	WESTVIEW POD B 2A2B TWA FINAL	6415682	11/10/23	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			OFFICE: (407) 688-9191 BEN.SCOTT@FORTILINE.COM *****		
			STORM BUYOUT AND PAGEFLIP HAVE NOT BEEN PERFORMED ON STORM		
			SEWER & ON HAS BEEN CUT & PURCHASED BY JDC. -BEN SCOTT 10/31/23		
4650	1	EA	INCEDENTAL ITEMS IF NEEDED	10,000.0000	10,000.00
			STORM MATERIAL ON QUOTE 6415671 SEWER		
710	80	FT	10 DR11 HDPE DIPS GREEN STRIPE	24.7000	1,976.00
			*SHIPPING TO SITE ON 10/31 *DONT DOUBLE SHIP		
740	2646	FT	8" SDR26 PVC HW SEWER PIPE	12.6000	33,339.60
750	10388	FT	8" SDR35 PVC SEWER PIPE	9.4100	97,751.08
			DONT SHIP EMS		
770	26	BX	7904 EMS WARNING TAPE GREEN 500' PER BOX	1,250.0000	32,500.00
780	14	EA	3"X1000' SEWER DETECTOR TAPE	45.0000	630.00
			*SHIP DETECTOR		
			Section Sub-total:		176,196.68
			INSIDE DROP CONNECTION (3)		
830	3	EA	8" SDR35XSCH40 DWV CPLG HXH 026506	80.0000	240.00
840	3	EA	8" SCH80 PVC CROSS HXH	1,048.0000	3,144.00
850	3	EA	8" SCH80 PVC 90 HXH	165.0000	495.00
860	20	FT	8" SCH80 PVC PIPE BE GREY	39.3800	787.60
870	3	EA	8" SCH40 DWVXSDR35 ADPT HXSP	63.0000	189.00
880	3	EA	8" SCH40 PVC PLUG MIPT	182.0000	546.00
			Section Sub-total:		5,401.60

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
232874	WESTVIEW POD B 2A2B TWA FINAL	6415682	11/10/23	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
910	12656	FT	<b>LATERAL PIPE</b>		
920	13	EA	6" SDR35 PVC SEWER PIPE	5.2300	66,190.88
			3"X1000' SEWER DETECTOR TAPE	45.0000	585.00
			<b>Section Sub-total:</b>		<b>66,775.88</b>
			<b>SDR26 DOUBLE SERVICES (34)</b>		
			<b>DEPTH 15'-20'</b>		
			<b>1-- OUT OF MANHOLE</b>		
970	33	EA	8"X6" SDR26 HW PVC WYE GXG	97.0000	3,201.00
980	33	EA	6" SDR26 HW PVC 45 GXS	28.0000	924.00
990	136	EA	6" SDR35 PVC 45 GXG	22.0000	2,992.00
1000	34	EA	6" SDR35 PVC DOUBLE WYE GXG	101.0000	3,434.00
1010	99	EA	6" SDR35 PVC SPIGOT PLUG	8.0000	792.00
1020	68	EA	6" SDR35 PVC CO ADPT SW HXF	26.0000	1,768.00
1030	68	EA	6" SDR35 PVC CO PLUG RECESSED	20.0000	1,360.00
1040	136	EA	SEWER BALL MARKER 1404-XR	18.0000	2,448.00
			<b>Section Sub-total:</b>		<b>16,919.00</b>
			<b>SDR35 DOUBLE SERVICES (125)</b>		
			<b>24- OUT OF MANHOLE</b>		
1090	101	EA	8"X6" SDR35 PVC WYE GXG	72.0000	7,272.00
1100	500	EA	6" SDR35 PVC 45 GXG	22.0000	11,000.00
1110	101	EA	6" SDR35 PVC 45 GXS	19.0000	1,919.00
1120	125	EA	6" SDR35 PVC DOUBLE WYE GXG	101.0000	12,625.00
1130	125	EA	6" SDR35 PVC CO ADPT SW HXF	26.0000	3,250.00
1140	125	EA	6" SDR35 PVC CO PLUG RECESSED	20.0000	2,500.00
1150	375	EA	6" SDR35 PVC SPIGOT PLUG	8.0000	3,000.00
1160	500	EA	SEWER BALL MARKER 1404-XR	18.0000	9,000.00
			<b>Section Sub-total:</b>		<b>50,566.00</b>
			<b>SDR26 SINGLE SERVICE (10)</b>		
			<b>DEPTH 15'-20'</b>		
1200	10	EA	8"X6" SDR26 HW PVC WYE GXG	97.0000	970.00
1210	10	EA	6" SDR26 HW PVC 45 GXS	28.0000	280.00
1220	30	EA	6" SDR35 PVC 45 GXG	22.0000	660.00
1230	10	EA	6" SDR35 PVC WYE GXG	43.0000	430.00
1240	10	EA	6" SDR35 PVC SPIGOT PLUG	8.0000	80.00
1250	10	EA	6" SDR35 PVC CO ADPT SW HXF	26.0000	260.00
1260	10	EA	6" SDR35 PVC CO PLUG RECESSED	20.0000	200.00
1270	20	EA	SEWER BALL MARKER 1404-XR	18.0000	360.00
			<b>Section Sub-total:</b>		<b>3,240.00</b>
			<b>SINGLE SERVICE (52)</b>		
			<b>DEPTH 0'-15'</b>		
			<b>7- OUT OH MH</b>		
1320	45	EA	8"X6" SDR35 PVC WYE GXG	72.0000	3,240.00
1330	45	EA	6" SDR35 PVC 45 GXS	19.0000	855.00
1340	156	EA	6" SDR35 PVC 45 GXG	22.0000	3,432.00
1350	52	EA	6" SDR35 PVC WYE GXG	43.0000	2,236.00
1360	52	EA	6" SDR35 PVC SPIGOT PLUG	8.0000	416.00
1370	52	EA	6" SDR35 PVC CO ADPT SW HXF	26.0000	1,352.00
1380	52	EA	6" SDR35 PVC CO PLUG RECESSED	20.0000	1,040.00
1390	104	EA	SEWER BALL MARKER 1404-XR	18.0000	1,872.00
			<b>Section Sub-total:</b>		<b>14,443.00</b>
			<b>FORCE MAIN</b>		

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
232874	WESTVIEW POD B 2A2B TWA FINAL	6415682	11/10/23	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1430	1740	FT	6" C900 DR25 PIPE GREEN	8.6200	14,998.80
1440	35	EA	6" SPLIT BELL REST 1100C	57.0000	1,995.00
1450	2	EA	3X1000 FORCE MAIN DET TAPE GRN	45.0000	90.00
1460	2000	FT	14GA CC WIRE GREEN 500' ROLL	.2000	400.00
			<b>*DONT SHIP EMS</b>		
1480	4	BX	7904 EMS WARNING TAPE GREEN 500' PER BOX	1,250.0000	5,000.00
			<b>Section Sub-total:</b>		<b>22,483.80</b>
			<b>6" GATE VALVE ASSY. (1)</b>		
1510	1	EA	6" MJ GV O/L A2361-23LN 350 PSI L/ACC W/EPDM 060A236123LN 0331	868.0000	868.00
1520	2	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	78.00
1530	2	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	36.00
1540	1	EA	562S SCREW VB COMP 24"-36"	101.5000	101.50
1550	1	EA	5-1/4 VB LID M/SEWER	30.0000	30.00
1560	1	EA	3" BRS VLV MARKER	18.0000	18.00
1570	1	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	30.00
1580	1	EA	2" SCH80 PVC ADPT HXF	30.2500	30.25
1590	1	EA	2" BRASS CO PLUG (COUNTERSUNK)	5.0000	5.00
1600	20	FT	2" SCH80 PVC PIPE BE GREY	3.6900	73.80
			<b>Section Sub-total:</b>		<b>1,270.55</b>
			<b>FITTINGS P401</b>		
1630	28	EA	6" MJ 45 P401 C153	348.0000	9,744.00
1640	20	EA	6" MJ 22-1/2 P401 C153	337.0000	6,740.00
1650	20	EA	6" MJ 11-1/4 P401 C153	341.0000	6,820.00
1660	136	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	5,304.00
1670	136	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	2,448.00
			<b>Section Sub-total:</b>		<b>31,056.00</b>
			<b>WATER</b>		
1710	3620	FT	10" C900 DR18 PIPE BLUE	30.1300	109,070.60
1720	73	EA	10" SPLIT BELL REST 1100C	170.0000	12,410.00
1730	10460	FT	8" C900 DR18 PIPE BLUE	19.8600	207,735.60
1740	210	EA	8" SPLIT BELL REST PVC 1100C	98.0000	20,580.00
1750	300	FT	2"X300' CTS ENDOPURE 250PSI BLUE	2.1000	630.00
1760	100	FT	2"X100' CTS ENDOPURE 250PSI BLUE	2.1000	210.00
1770	15	EA	3"X1000' WATER DETECTOR TAPE	45.0000	675.00
1780	14500	FT	14GA CC WIRE BLUE 500' ROLL	.2000	2,900.00
1790	29	BX	7903 EMS WARNING TAPE BLUE 500' PER BOX	1,250.0000	36,250.00
			<b>*DONT SHIP EMS TAPE</b>		
			<b>Section Sub-total:</b>		<b>390,461.20</b>
			<b>POC</b>		
			<b>*HOLD FOR RELEASE</b>		
1840	1	EA	10" MJ LONG SLEEVE C153	192.0000	192.00
1850	5	EA	8" MJ LONG SLEEVE C153	161.0000	805.00
1860	2	EA	10" STARGRIP MJ REST PVC 4000 F/C900 11.10 OD	108.0000	216.00
1870	2	EA	10" MJ REGULAR ACC LESS GLAND	28.0000	56.00

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232874	WESTVIEW POD B 2A2B TWA FINAL	6415682	11/10/23	5

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1880	10	EA	8" STARGRIP MJ REST PVC 4000	58.0000	580.00
1890	10	EA	F/C900 9.05 OD 8" MJ REGULAR ACC LESS GLAND	20.0000	200.00
Section Sub-total:					2,049.00
TEMP JUMPER *HOLD FOR RELEASE					
1930	2	EA	10X2 IP 202NS SDL 10.00-11.10	123.0000	246.00
1940	10	EA	8X2 IP 202NS SDL 8.63-9.05	100.0000	1,000.00
1950	12	EA	2" BALL CORP MIPXFIP 73149B	295.0000	3,540.00
NO LEAD					
1960	12	EA	2" ADPT MIPXPJC NO LEAD	92.0000	1,104.00
74753-22					
1970	12	EA	2" BRASS PLUG CORED NO LEAD	16.0000	192.00
Section Sub-total:					6,082.00
8X2 BLOW OFF WITH HYDRO-GUARD W/PLUG					
2010	3	EA	8"X2" MJ TAPT PLUG C153	106.0000	318.00
2020	3	EA	8" MJ REGULAR ACC LESS GLAND	20.0000	60.00
2030	3	EA	2" THD BRASS GV NO LEAD	52.0000	156.00
2040	3	EA	2"X4" BRASS NIPPLE	21.0000	63.00
2050	3	EA	562S SCREW VB COMP 24"-36"	101.5000	304.50
2060	3	EA	2" BALL VLV PJCXFIP 76102W-22	360.0000	1,080.00
NO LEAD					
2070	3	EA	2" 90 PJCXPJC CPLG 74761-22	266.0000	798.00
NO LEAD					
2080	3	EA	2" BRS OVAL MTR DROP-IN FLG PK	88.0000	264.00
LEAD FREE					
2090	3	EA	2" SCH80 PVC ADPT HXF	30.2500	90.75
2100	3	EA	2" SCH80 PVC 90 HXH	8.5000	25.50
2110	20	FT	2" SCH80 PVC PIPE BE GREY	3.6900	73.80
2120	6	EA	2"X4" BRASS NIPPLE	21.0000	126.00
2130	3	EA	HG-1 STD AUTO FLUSHING SYSTEM	3,353.0000	10,059.00
Section Sub-total:					13,418.55
BLOW OFF WITH HYDRO-GUARD					
2160	1	EA	2" BRASS TEE NO LEAD	48.0000	48.00
2170	2	EA	2" ADPT MIPXPJC NO LEAD	92.0000	184.00
74753-22					
2180	1	EA	2" BALL CORP MIPXPJC 74704B-22	305.0000	305.00
NO LEAD					
2190	1	EA	2" BALL VLV PJCXFIP 76102W-22	360.0000	360.00
NO LEAD					
2200	1	EA	2" 90 PJCXPJC CPLG 74761-22	266.0000	266.00
NO LEAD					
2210	1	EA	2" BRS OVAL MTR DROP-IN FLG PK	88.0000	88.00
LEAD FREE					
2220	1	EA	2" SCH80 PVC ADPT HXF	30.2500	30.25
2230	1	EA	2" SCH80 PVC 90 HXH	8.5000	8.50
2240	20	FT	2" SCH80 PVC PIPE BE GREY	3.6900	73.80
2250	2	EA	2"X4" BRASS NIPPLE	21.0000	42.00
2260	1	EA	HG-1 STD AUTO FLUSHING SYSTEM	3,353.0000	3,353.00
Section Sub-total:					4,758.55
10" GATE VALVE ASSY. (20)					
2290	20	EA	10" MJ GV O/L A2361-23LN	2,154.0000	43,080.00
350 PSI L/ACC W/EPDM					
100A236123LN 0331					
2300	40	EA	10" STARGRIP MJ REST PVC 4000	108.0000	4,320.00

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
232874	WESTVIEW POD B 2A2B TWA FINAL	6415682	11/10/23	6

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2310	40	EA	F/C900 11.10 OD		
2320	20	EA	10" MJ REGULAR ACC LESS GLAND	28.0000	1,120.00
2330	20	EA	562S SCREW VB COMP 24"-36"	101.5000	2,030.00
2340	20	EA	3" BRS VLV MARKER	18.0000	360.00
2350	20	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	600.00
2360	20	EA	2" SCH80 PVC ADPT HXF	30.2500	605.00
2370	100	FT	2" BRASS CO PLUG (COUNTERSUNK)	5.0000	100.00
			2" SCH80 PVC PIPE BE GREY	3.6900	369.00
			<b>Section Sub-total:</b>		<b>52,584.00</b>
2400	41	EA	<b>8" GATE VALVE ASSY. (41)</b>		
			8" MJ GV O/L A2361-23LN	1,382.0000	56,662.00
			350 PSI L/ACC W/EPDM		
2410	82	EA	080A236123LN 0331		
			8" STARGRIP MJ REST PVC 4000	58.0000	4,756.00
			F/C900 9.05 OD		
2420	82	EA	8" MJ REGULAR ACC LESS GLAND	20.0000	1,640.00
2430	41	EA	562S SCREW VB COMP 24"-36"	101.5000	4,161.50
2440	41	EA	3" BRS VLV MARKER	18.0000	738.00
2450	41	EA	2" SCH80 PVC ADPT HXF	30.2500	1,240.25
2460	41	EA	2" BRASS CO PLUG (COUNTERSUNK)	5.0000	205.00
2470	41	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	1,230.00
2480	200	FT	2" SCH80 PVC PIPE BE GREY	3.6900	738.00
			<b>Section Sub-total:</b>		<b>71,370.75</b>
			<b>HYDRANT ASSEMBLY (12)</b>		
2510	2	EA	10"X6" MJ HYD TEE C153	288.0000	576.00
2520	4	EA	10" STARGRIP MJ REST PVC 4000	108.0000	432.00
			F/C900 11.10 OD		
2530	4	EA	10" MJ REGULAR ACC LESS GLAND	28.0000	112.00
2540	10	EA	8"X6" MJ HYD TEE C153	228.0000	2,280.00
2550	20	EA	8" STARGRIP MJ REST PVC 4000	58.0000	1,160.00
			F/C900 9.05 OD		
2560	20	EA	8" MJ REGULAR ACC LESS GLAND	20.0000	400.00
2570	12	EA	5-1/4VO HYD 4'0" 6MJ O/L A423	2,794.0000	33,528.00
			SILVER - CLOSED DRAIN - L/ACC		
2580	12	EA	6X13 MJ ANC CPLG SWVXSOL C153	179.0000	2,148.00
2590	12	EA	6" MJ GV O/L A2361-23LN	868.0000	10,416.00
			350 PSI L/ACC W/EPDM		
			060A236123LN 0331		
2600	12	EA	562S SCREW VB COMP 24"-36"	101.5000	1,218.00
2610	12	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	360.00
2620	12	EA	3" BRS VLV MARKER	18.0000	216.00
2630	36	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	648.00
			<b>Section Sub-total:</b>		<b>53,494.00</b>
			<b>FITTINGS</b>		
			<b>*WAIT FOR SURVEY TO CONFIRM</b>		
2670	2	EA	10"X8" MJ CROSS C153	380.0000	760.00
2680	5	EA	10"X8" MJ TEE C153	295.0000	1,475.00
2690	22	EA	10" MJ 45 C153	188.0000	4,136.00
2700	14	EA	10" MJ 22-1/2 C153	187.0000	2,618.00
2710	22	EA	10" MJ 11-1/4 C153	186.0000	4,092.00
2720	2	EA	10"X8" MJ REDUCER C153	132.0000	264.00
2730	5	EA	8" MJ TEE C153	236.0000	1,180.00
2740	60	EA	8" MJ 45 C153	130.0000	7,800.00
2750	20	EA	8" MJ 22-1/2 C153	127.0000	2,540.00
2760	30	EA	8" MJ 11-1/4 C153	115.0000	3,450.00
2770	2	EA	8"X2" MJ TAPT PLUG C153	106.0000	212.00
2780	2	EA	2" ADPT MIPXPJC NO LEAD	92.0000	184.00
			74753-22		
2790	90	EA	10" STARGRIP MJ REST PVC 4000	108.0000	9,720.00

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LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2800	90	EA	F/C900 11.10 OD		
2810	103	EA	10" MJ REGULAR ACC LESS GLAND	28.0000	2,520.00
2820	105	EA	8" STARGRIP MJ REST PVC 4000	58.0000	5,974.00
			F/C900 9.05 OD		
			8" MJ REGULAR ACC LESS GLAND	20.0000	2,100.00
			<b>Section Sub-total:</b>		<b>49,025.00</b>
			<b>10" DOUBLE SERVICE (21)</b>		
2850	21	EA	10X1-1/2 IP 202NS 10.00-11.10	123.0000	2,583.00
2860	21	EA	1-1/2" BALL CORP MIPXPJC	184.0000	3,864.00
			NO LEAD 74704B-22		
2870	21	EA	1-1/2"X3/4 WYE PJCXPJC 708YS22	115.0000	2,415.00
			NO LEAD		
2880	42	EA	3/4X5/8X3/4 BALL VALVE PJCXMSN	59.0000	2,478.00
			NO LEAD 76100MW22		
2890	42	EA	14X19X12 SINGLE BLACK MTR BOX	40.0000	1,680.00
			W/SOLID OVERLAPPING LID		
2900	1200	FT	1-1/2"X300'CTS ENDOPURE 250PSI	1.3000	1,560.00
			BLUE		
2910	600	FT	3/4"X300' CTS ENDOPURE 250PSI	.4000	240.00
			BLUE		
2920	2	BX	7903 EMS WARNING TAPE BLUE	1,250.0000	2,500.00
			500' PER BOX		
			<b>Section Sub-total:</b>		<b>17,320.00</b>
			<b>8" DOUBLE SERVICE (120)</b>		
2950	120	EA	8X1-1/2 IP 202NS SDL 8.63-9.05	100.0000	12,000.00
2960	120	EA	1-1/2" BALL CORP MIPXPJC	184.0000	22,080.00
			NO LEAD 74704B-22		
2970	120	EA	1-1/2"X3/4 WYE PJCXPJC 708YS22	115.0000	13,800.00
			NO LEAD		
2980	240	EA	3/4X5/8X3/4 BALL VALVE PJCXMSN	59.0000	14,160.00
			NO LEAD 76100MW22		
2990	240	EA	14X19X12 SINGLE BLACK MTR BOX	40.0000	9,600.00
			W/SOLID OVERLAPPING LID		
3000	6000	FT	1-1/2"X300'CTS ENDOPURE 250PSI	1.3000	7,800.00
			BLUE		
3010	3000	FT	3/4"X300' CTS ENDOPURE 250PSI	.4000	1,200.00
			BLUE		
3020	18	BX	7903 EMS WARNING TAPE BLUE	1,250.0000	22,500.00
			500' PER BOX		
			<b>Section Sub-total:</b>		<b>103,140.00</b>
			<b>10" SINGLE SERVICE</b>		
3050	7	EA	10X1 CC 202NS SDL 10.00-11.10	114.0000	798.00
3060	7	EA	1" BALL CORP CCXPJC 74701B-22	83.0000	581.00
			NO LEAD		
3070	7	EA	1"X3/4"X3/4" BALL VLV PJCXMSN	97.0000	679.00
			NO LEAD 76100MW-22		
3080	7	EA	14X19X12 SINGLE BLACK MTR BOX	40.0000	280.00
			W/SOLID OVERLAPPING LID		
3090	400	FT	1"X100' CTS ENDOPURE 250PSI	.6000	240.00
			BLUE		
3100	1	BX	7903 EMS WARNING TAPE BLUE	1,250.0000	1,250.00
			500' PER BOX		
			<b>Section Sub-total:</b>		<b>3,828.00</b>
			<b>SINGLE SERVICE</b>		
3130	61	EA	8X1 CC 202NS SDL 8.63-9.05	94.0000	5,734.00
3140	61	EA	1" BALL CORP CCXPJC 74701B-22	83.0000	5,063.00

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
232874	WESTVIEW POD B 2A2B TWA FINAL	6415682	11/10/23	8

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3150	61	EA	NO LEAD 1"X3/4"X3/4" BALL VLV PJCXMSN	97.0000	5,917.00
3160	61	EA	NO LEAD 76100MW-22 14X19X12 SINGLE BLACK MTR BOX	40.0000	2,440.00
3170	3100	FT	W/SOLID OVERLAPPING LID 1"X100' CTS ENDOPURE 250PSI	.6000	1,860.00
3180	4	BX	BLUE 7903 EMS WARNING TAPE BLUE 500' PER BOX	1,250.0000	5,000.00
Section Sub-total:					26,014.00
3210	2	EA	2" SINGLE SERVICE (2) 2"X1" TEE PJCXFIP 74764-22	153.0000	306.00
3220	2	EA	NO LEAD 1" BALL CORP MIPXPJC 74704B-22	83.0000	166.00
3230	2	EA	NO LEAD 1"X3/4"X3/4" BALL VLV PJCXMSN	97.0000	194.00
3240	2	EA	NO LEAD 76100MW-22 14X19X12 SINGLE BLACK MTR BOX	40.0000	80.00
3250	100	FT	W/SOLID OVERLAPPING LID 1"X100' CTS ENDOPURE 250PSI	.6000	60.00
3260	1	BX	BLUE 7903 EMS WARNING TAPE BLUE 500' PER BOX	1,250.0000	1,250.00
Section Sub-total:					2,056.00
3290	1	EA	L.S. WATER SERVICE 8X2 IP 202NS SDL 8.63-9.05	100.0000	100.00
3300	1	EA	2" BALL CORP MIPXPJC 74704B-22	305.0000	305.00
3310	1	EA	NO LEAD 2" ADPT MIPXPJC NO LEAD	92.0000	92.00
3320	1	EA	74753-22 2" RED PRS BFP 975XL2	647.0000	647.00
3330	2	EA	LEAD-FREE 2"X36" BRASS NIPPLE	188.0000	376.00
3340	4	EA	2"X4" BRASS NIPPLE	21.0000	84.00
3350	2	EA	2" BRASS UNION NO LEAD	56.0000	112.00
3360	5	EA	2" BRASS 90 NO LEAD	35.0000	175.00
3370	1	EA	2"X24" BRASS NIPPLE	143.0000	143.00
3380	1	EA	2"X12" BRASS NIPPLE	69.0000	69.00
3390	1	EA	2"X1-1/2" BRASS TEE NO LEAD	59.0000	59.00
3400	1	EA	2"X3/4" BRASS HEX BUSH NO LEAD	23.0000	23.00
3410	2	EA	1-1/2"X4" BRASS NIPPLE	19.0000	38.00
3420	1	EA	1-1/2" THD BRASS GATE VLV	37.0000	37.00
3430	1	EA	NO LEAD 3/4" HOSE BIBB NO LEAD	10.0000	10.00
3440	1	EA	3/4" VACUUM BREAKER NO LEAD	7.0000	7.00
3450	1	EA	7200134 1-1/2" KAMLOC PART F ADPT ALUM	32.0000	32.00
3460	1	EA	MALEXMNPT 1-1/2" KAMLOC PART DC ALUM	15.0000	15.00
3470	100	FT	2"X100' CTS ENDOPURE 250PSI	2.1000	210.00
Section Sub-total:					2,534.00
3510	5120	FT	REUSE 6" C900 DR18 PIPE PURPLE	11.7000	59,904.00
3520	103	EA	6" SPLIT BELL REST 1100C	57.0000	5,871.00
3530	9560	FT	4" C900 DR18 PIPE PURPLE	5.7300	54,778.80
3540	192	EA	4" SPLIT BELL REST 1100C	46.0000	8,832.00
3550	300	FT	2"X300' CTS PURPLE PE TUBING	2.1500	645.00

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
232874	WESTVIEW POD B 2A2B TWA FINAL	6415682	11/10/23	9

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3560	100	FT	2"X100' CTS PURPLE PE TUBING	2.1500	215.00
3570	15000	FT	14GA CC WIRE PURPLE 500' ROLL	.2000	3,000.00
3580	15	EA	3"X1000' RECLAIM DET TAPE PURP	45.0000	675.00
			<b>DONT SHIP EMS TAPE*</b>		
3600	30	BX	7908 EMS WARING TAPE PURPLE 500' PER BOX	1,250.0000	37,500.00
			<b>Section Sub-total:</b>		<b>171,420.80</b>
			<b>POC</b>		
			<b>*HOLD FOR RELEASE</b>		
3640	3	EA	6" MJ LONG SLEEVE C153	100.0000	300.00
3650	3	EA	4" MJ LONG SLEEVE C153	60.0000	180.00
3660	6	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	234.00
3670	6	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	108.00
3680	6	EA	4" STARGRIP MJ REST PVC 4000 F/C900 4.80 OD	32.0000	192.00
3690	6	EA	4" MJ REGULAR ACC LESS GLAND	14.0000	84.00
			<b>Section Sub-total:</b>		<b>1,098.00</b>
			<b>TEMP BLOW OFF</b>		
			<b>*HOLD FOR RELEASE</b>		
3730	1	EA	6"X2" MJ TAPT PLUG C153	85.0000	85.00
3740	1	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	18.00
3750	4	EA	4"X2" MJ TAPT PLUG C153	58.0000	232.00
3760	4	EA	4" MJ REGULAR ACC LESS GLAND	14.0000	56.00
3770	5	EA	2" ADPT MIPXPJC NO LEAD 74753-22	92.0000	460.00
3780	5	EA	2" BALL VLV PJCXFIP 76102W-22 NO LEAD	360.0000	1,800.00
3790	100	FT	2"X100' CTS ENDOPURE 250PSI BLUE	2.1000	210.00
3800	5	EA	13X20X12 JUMBO PURPLE MTR BOX W/SOLID OVERLAPPING LID	90.0000	450.00
			<b>Section Sub-total:</b>		<b>3,311.00</b>
			<b>6" GATE VALVE ASSY. (24)</b>		
3830	24	EA	6" MJ GV O/L A2361-23LN 350 PSI L/ACC W/EPDM 060A236123LN 0331	868.0000	20,832.00
3840	48	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	1,872.00
3850	48	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	864.00
3860	24	EA	VLV BOX SQ HEAD W/RECLAIM LID	101.5000	2,436.00
3870	24	EA	3" BRS VLV MARKER	18.0000	432.00
3880	24	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	720.00
3890	24	EA	2" SCH80 PVC ADPT HXF	30.2500	726.00
3900	24	EA	2" BRASS CO PLUG (COUNTERSUNK)	5.0000	120.00
3910	120	FT	2" SCH80 PVC PIPE BE GREY	3.6900	442.80
			<b>Section Sub-total:</b>		<b>28,444.80</b>
			<b>4" GATE VALVE ASSY. (42)</b>		
3940	42	EA	4" MJ GV O/L A2361-23LN 350 PSI L/ACC W/EPDM 040A236123LN 0331	681.0000	28,602.00
3950	84	EA	4" STARGRIP MJ REST PVC 4000 F/C900 4.80 OD	32.0000	2,688.00
3960	84	EA	4" MJ REGULAR ACC LESS GLAND	14.0000	1,176.00
3970	42	EA	VLV BOX SQ HEAD W/RECLAIM LID	101.5000	4,263.00

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
232874	WESTVIEW POD B 2A2B TWA FINAL	6415682	11/10/23	10

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3980	42	EA	3" BRS VLV MARKER	18.0000	756.00
3990	42	EA	2" SCH80 PVC ADPT HXF	30.2500	1,270.50
4000	42	EA	2" BRASS CO PLUG (COUNTERSUNK)	5.0000	210.00
4010	42	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	1,260.00
4020	200	FT	2" SCH80 PVC PIPE BE GREY	3.6900	738.00
<b>FITTINGS</b>					
4040	2	EA	6"X4" MJ CROSS C153	205.0000	410.00
4050	2	EA	6" MJ TEE C153	158.0000	316.00
4060	5	EA	6"X4" MJ TEE C153	147.0000	735.00
4070	1	EA	6" MJ 90 C153	110.0000	110.00
4080	44	EA	6" MJ 45 C153	89.0000	3,916.00
4090	20	EA	6" MJ 22-1/2 C153	81.0000	1,620.00
4100	26	EA	6" MJ 11-1/4 C153	85.0000	2,210.00
4110	5	EA	4" MJ TEE C153	88.0000	440.00
4120	10	EA	4" MJ 45 C153	56.0000	560.00
4130	4	EA	4" MJ 22-1/2 C153	53.0000	212.00
4140	11	EA	4" MJ 11-1/4 C153	51.0000	561.00
4150	2	EA	4"X2" MJ TAPT PLUG C153	58.0000	116.00
4160	2	EA	2" ADPT MIPXPJC NO LEAD	92.0000	184.00
74753-22					
4170	112	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	4,368.00
4180	112	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	2,016.00
4190	64	EA	4" STARGRIP MJ REST PVC 4000 F/C900 4.80 OD	32.0000	2,048.00
4200	66	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	1,188.00
<b>Section Sub-total:</b>					<b>61,973.50</b>
<b>6" RECLAIM DOUBLE SERVICE (14)</b>					
4230	14	EA	6X1-1/2 IP 202NS SDL 6.63-6.90	88.0000	1,232.00
4240	14	EA	1-1/2" BALL CORP MIPXPJC NO LEAD 74704B-22	184.0000	2,576.00
4250	14	EA	1-1/2"X3/4 WYE PJCXPJC 708YS22 NO LEAD	115.0000	1,610.00
4260	28	EA	3/4X5/8X3/4 BALL VALVE PJCXMSN NO LEAD 76100MW22	59.0000	1,652.00
4270	28	EA	14X19X12 SINGLE PURPLE MTR BOX W/SOLID OVERLAPPING LID	40.2500	1,127.00
4280	900	FT	1-1/2"X300' SDR9 CTS PURPLE	1.4500	1,305.00
4290	600	FT	3/4"X300' CTS PURPLE PE TUBING	.3000	180.00
4300	1	BX	7908 EMS WARING TAPE PURPLE 500' PER BOX	1,250.0000	1,250.00
<b>Section Sub-total:</b>					<b>10,932.00</b>
<b>4" RECLAIM DOUBLE SERVICE (101)</b>					
4330	101	EA	8X1-1/2 IP 202NS SDL 8.63-9.05	100.0000	10,100.00
4340	101	EA	1-1/2" BALL CORP MIPXPJC NO LEAD 74704B-22	184.0000	18,584.00
4350	101	EA	3/4X1-1/2 TEE PJCXPJC 74760-22 NO LEAD	114.0000	11,514.00
4360	202	EA	3/4X5/8X3/4 BALL VALVE PJCXMSN NO LEAD 76100MW22	59.0000	11,918.00
4370	202	EA	14X19X12 SINGLE PURPLE MTR BOX W/SOLID OVERLAPPING LID	40.2500	8,130.50
4380	5100	FT	1-1/2"X300' SDR9 CTS PURPLE	1.4500	7,395.00
4390	2700	FT	3/4"X300' CTS PURPLE PE TUBING	.3000	810.00
4400	16	BX	7908 EMS WARING TAPE PURPLE 500' PER BOX	1,250.0000	20,000.00
<b>Section Sub-total:</b>					<b>88,451.50</b>
<b>6" RECLAIM SINGLE SERVICE (9)</b>					

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**BIDCNEW**

Ent By BS1 11/10/23 15:25:12



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
232874	FORTILINE KISSIMMEE	6415683	11/10/23	1

CUSTOMER	PROJECT INFORMATION
WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481	2177-STORM PACKAGE FINAL

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****		
20	42	EA	DRAIN BASINS 12"HDPE UNIVERSAL INLINE DRAIN W/SQUARE HINGED GRATE & HDPE GASKETED CONNECTIONS 2712AGNB	585.6200	24,596.04
30	20	EA	8" N12 90 WT 0899WT	89.0000	1,780.00
40	6	EA	8" N12 TEE WT 0862WT	99.0000	594.00
50	12	EA	10" N12 90 WT 1099WT	175.0000	2,100.00
60	4	EA	10" N12 TEE WT 1063WT	254.0000	1,016.00
80	11	EA	12" NYLOPLAST DRAIN BASIN < 5' W/12" STUB FOR N12	950.0000	10,450.00
			YD: 66, 65, 64, 11, 56, 63, 52 54, 53, 6, 2		
110	8	EA	12" NYLOPLAST DRAIN BASIN 5'	1,150.0000	9,200.00
			YD: 43, 41, 31, 62, 26, 27, 51, 55		
140	1	EA	15" NYLOPLAST DRAIN BASIN < 5'	1,360.0000	1,360.00
			YD: 57		
160	3	EA	15" NYLOPLAST DRAIN BASIN > 5'	1,465.0000	4,395.00
			YD: 60, 50, 58		
180	1	EA	18" NYLOPLAST DRAIN BASIN > 5'	1,730.0000	1,730.00
			YD: 59		
			Section Sub-total:		57,221.04
			PIPE		
220	740	FT	12" N12 ASTM F2648 PIPE IB/WT NON-DOT	10.9000	8,066.00
230	4040	FT	10" N12 ASTM F2648 PIPE IB/WT NON-DOT	10.3000	41,612.00
240	2620	FT	8" N12 ASTM F2648 PIPE IB/WT NON-DOT	7.1000	18,602.00
			Section Sub-total:		68,280.00

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## EXHIBIT B

### TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, KL Twisted Oaks LLC, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.






11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.
25. Lien releases will be provided contingent on payment.
26. Notwithstanding anything to the contrary, Fortiline shall only be required to indemnify, defend and hold harmless Owner from claims to the extent of liability resulting from Fortiline's negligence or willful misconduct.

# CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Westview South Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8018974965C-4, affirms that the tangible personal property purchased pursuant to a Purchase Order 2177-05 from Fortiline Waterworks will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Authorizing Addendum – Westview Pod B Spine Road*, dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022 with Jr. Davis Construction Company Inc. for the construction of public infrastructure associated with the Westview South Project.

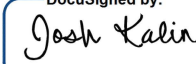
Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

**You must initial each of the following requirements.**

-  1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
-  2. The vendor's invoice will be issued directly to Governmental Entity.
-  3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
-  4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
-  5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*, Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

DocuSigned by: 	Chairman
Signature of Authorized Representative	Title
Josh Kalin	11/10/2023
Purchaser's Name (Print or Type)	Date

Federal Employer Identification Number: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

02/28/23



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 01/18

85-8018974965C-4	01/21/2023	01/31/2028	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WESTVIEW SOUTH COMMUNITY DEVELOPMENT  
DISTRICT  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

WESTVIEW SOUTH COMMUNITY DEVELOPMENT  
DISTRICT  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS F**

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.  
NAME: John Scott  
ADDRESS: 250 Springview Commerce Drive, Debary, FL 32713  
TELEPHONE NUMBER: 407-330-3456
2. Manufacturer or brand, model or specification number of the item.  
**See attached**
3. Quantity needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above.  
\$ **See attached**
5. The sales tax associated with the price quote. \$ **0**
6. Shipping and handling insurance cost. \$ **See attached**
7. Delivery dates as established by Contractor. **See attached**

OWNER: Westview South Community Development District

 Chair      10/3/2023  
Authorized Signature (Title)      Date

CONTRACTOR: Jr. Davis Construction Company

**Marc A**      Digitally signed by Marc A  
**Goodman**      Goodman  
Goodman      Date: 2023.09.29 08:00:57  
Authorized Signature (Title)      -04'00'      Date

Attachment: Purchase Order and Schedule of Items



**PURCHASE ORDER**  
**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

<b>"Owner"</b>		<b>"Seller"</b>	
Owner:	Westview South Community Development District	Seller:	Hydra Service, Inc.
Address:	c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431	Address:	250 Springview Commerce Dr Debary, FL 32713
Phone:	(561) 571-0010	Phone:	(407) 330-3456

<b>"Project"</b>			
Project Name:	Westview South Project – Pod B Spine Road	Contract Date:	August 7, 2023, as assigned _____, 2023
Project Address:	Osceola/Polk County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$ \_\_\_\_\_

**Certificate of Exemption #** 85-8018974965C-4

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

Owner

By:

Name:

Title:

Date Executed: 10/3/2023

**HYDRA SERVICE INC.**

Seller

By:

Name:

Title:

Date Executed: 9/28/23

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions

**EXHIBIT A**

**[Vendor's Proposal]**



# Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive  
 Debary, FL 32713  
 Phone: 407 330 3456

**Sales Representative**  
**Contact Information**  
 Cell Phone: 321-266-1079

TO:	Westview South CDD	FROM:	John Scott- S2
ATTN:	Wrath, Hunt & Assoc.	EMAIL:	<a href="mailto:jscott@hydraservice.net">jscott@hydraservice.net</a>
PHONE	561-571-0010	DATE:	August 28, 2023
FAX:		QUOTE:	221012-1JS
EMAIL:	<a href="mailto:Marc.Goodman@Jr-Davis.com">Marc.Goodman@Jr-Davis.com</a>	REF:	Toho Westview Spine Rd LS
		ENG FIRM:	TWA/Atwell

- 
- 2 .XFP100E-CB1-PE75/4 230v, 10hp, 4" Discharge , Non-Clog Impeller,
  - 2 Lifting Chains- 316SS, 30' Lengths
  - 4 Guide Rails 30' x 2" Diameter, Sch 40 SS (one piece)
  - 2 Guide Rail Assemblies, 4" Discharge (Dual-Rail)
  - 2 Float Hangar Bracket- 316SS
  - 8 Anchor Bolts, with washers & nuts (316SS) J-Type
  - 2 Lifting Bales (Included with Pump)
  - 2 Upper Guide Brackets , SS (Dual-Rail)
  - 1 transducer, per Toho specs
  - 4 Float Switches-with 50' cables
  - 1 Hatch Cover-48"x 52" Aluminum, Double Door, Spring Assist, Recessed Padlock, with SAFETY GRATES
  - 1 Set Spare Parts
  - 1 Duplex Control Panel, Nema 4X, 316SS, Built Per Toho Specs, with SoftStarts
  - 3 SS J-Boxes, Per TWA Specs
  - 1 Set SS Hardware Requirements
  - 2 Guide Rail Brackets with Profile Gaskets, 4" Discharge (Dual-Rail)
  - 1 Day Startup Service with Technician and Crane Truck
  - 1 Freight to Job Site
  - 2 SS Baseplates, 1/2" x 18"
  - 2 SS J-Hooks

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW \$73,641.00 Excludes all  
 STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS  
 "HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.  
 ESTMTD DELIVERY 20to24 WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE  
 APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.  
 THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER  
 IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.  
ONE DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT  
 FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE \_\_\_\_\_ Review Date: 8/28/23

\_\_\_\_\_  
 NAME OF PURCHASER

\_\_\_\_\_  
 John Scott

\_\_\_\_\_  
 REVIEWED BY ABS PUMP REP.

**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, LT Westview LLC, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.



# CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Westview South Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8018974965C-4, affirms that the tangible personal property purchased pursuant to a Purchase Order from Hydra Service Inc. will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Authorizing Addendum – Westview Pod B Spine Road*, dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022 with Jr. Davis Construction Company Inc. for the construction of public infrastructure associated with the Westview South Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

**You must initial each of the following requirements.**

- JK 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- JK 2. The vendor's invoice will be issued directly to Governmental Entity.
- JK 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- JK 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- JK 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*, Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

Signature of Authorized Representative

Title

Chair

Josh Kalin

10/3/2023

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS G**

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.  
NAME: Rodd Litchfield  
ADDRESS: 2313 Vulcan Rd., Apopka, Florida 32703  
TELEPHONE NUMBER: 321-377-1577
2. Manufacturer or brand, model or specification number of the item.  
**See attached**
3. Quantity needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above.  
**\$ See attached**
5. The sales tax associated with the price quote. **\$ 0**
6. Shipping and handling insurance cost. **Included**
7. Delivery dates as established by a mutually agreed upon schedule.

OWNER: **Westview South Community Development District**

 (Chair)      9/18/2023  
Authorized Signature (Title)      Date

CONTRACTOR: **Jr. Davis Construction Company**  
**Marc A** Digitally signed by Marc A  
Goodman  
**Goodman**      Date: 2023.09.14 16:54:12  
Authorized Signature (Title)      Date

**Attachment: Purchase Order and Schedule of Items**



**PURCHASE ORDER**  
**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Westview South Community Development District	Seller:	Hydro Conduit, LLC d/b/a Rinker Materials
Address:	c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431	Address:	2313 Vulcan Rd., Apopka, FL 32703
Phone:	(561) 571-0010	Phone:	321-377-1577

"Project"			
Project Name:	Westview South Project – Pod B Spine Road	Contract Date:	August 7, 2023, as assigned August 31, 2023
Project Address:	Osceola/Polk County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

**Schedule** – The Goods shall be delivered within a mutually agreed upon schedule.

**Price** – \$857,637.20

**Certificate of Exemption** # 85-8018974965C-4

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

Owner

By:

Name: Josh Kalin

Title: Chair

Date Executed: 9/18/2023

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions

**HYDRO CONDUIT, LLC d/b/a RINKER MATERIALS**

Seller

By:

Name: Rodd Litchfield

Title: Sales Manager

Date Executed: 9/14/23

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

**EXHIBIT A**

**[Vendor's Proposal]**

Quote # QUO-579029-J2Q8G5					
Date	08/30/2023	Account Name	Westview South CDD	Reply-To	
Quote #	QUO-579029-J2Q8G5	Contact Name	Rodd Litchfield	Account Manager	Jennings Litchfield
Revision #	0	Contact Phone		Address	2313 Vulcan Road, Apopka, FL 32703
Project Name	Westview POD B Spine Road	Contact Fax		Phone	407-293-5126
Project #	722890	Contact Email	Jennings.Litchfield@Rinkerpipe.com	Fax	407-298-4439
Project Address	Kissimmee, FL 34759			Email	Jennings.Litchfield@Rinkerpipe.com
Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at <a href="http://www.rinkerpipe.com">www.rinkerpipe.com</a> . A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.					

Item #	Description	Part #	Quantity	Unit	Extended Unit Price	Unit Total
10	15x8' CL3 PF RCP	1211932	96.00	FT	\$24.00	\$2,304.00
20	18x8' CL3 PF RCP	1211946	3656.00	FT	\$32.00	\$116,992.00
30	24x8' CL3 PF RCP	1211959	2912.00	FT	\$49.60	\$144,435.20
40	30x8' CL3 PF RCP	1211973	5920.00	FT	\$76.00	\$449,920.00
50	36x8' CL3 PF RCP	1211985	944.00	FT	\$104.00	\$98,176.00
70	30x16' CL3 PF MES 4:1 GB RCP	1211969	3.00	EA	\$2,000.00	\$6,000.00
71	36x16' CL3 PF MES 4:1 GB RCP	1211982	1.00	EA	\$2,640.00	\$2,640.00
80	18x6' FES OUTLET TG MIA	1349318	1.00	EA	\$1,680.00	\$1,680.00
85	24x6' FES OUTLET TG MIA	1349321	2.00	EA	\$1,920.00	\$3,840.00
90	30x6' FES OUTLET TG MIA	1349325	10.00	EA	\$2,600.00	\$26,000.00
95	36x8' FES OUTLET TG MIA	1349341	1.00	EA	\$3,120.00	\$3,120.00
100	#711 Lubricant 8LB	1181891	230.00	EA	\$11.00	\$2,530.00
					<b>Total</b>	\$857,637.20
(Tax not included)					<b>Net Total</b>	\$857,637.20

Standard Notes
1.Pricing includes delivery based on full truck load quantities as near to the point of use as our trucks can move under their own power. A price escalator of 5% will be added on 07/01/24 for all product not shipped and an additional 5% for every year thereafter. This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C-507 and FDOT Specifications for road and bridge construction. Any required deviation after review of plans and specifications will require re-quoting and void the quotation.
2.This Quotation and the pricing contained herein is expressly conditioned upon your acceptance of (i) the exceptions and changes proposed by us (any change to these exceptions and changes by you shall render this Quotation null and void, in our absolute discretion); and (ii) our Standard Terms and Conditions, without addition, deletion or change.
3.This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-507, ASTM C443. Any required deviation from ASTM C-507, ASTM C443 after review of plans and specifications will require re-quoting and void this quotation.
4.This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C443. Any required deviation from ASTM C-76, ASTM C443 after review of plans and specifications will require re-quoting and void this quotation.
5.Valid for 30 days from the date of quotation.

Quote # QUO-579029-J2Q8G5

PAYMENT TERMS ARE NET10™ PROX, WITHOUT RETENTION OR SETOFF. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. PRICES ARE BASED ON THE QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, RINKER MATERIALS RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE RINKER MATERIALS STCS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN (UNLESS OTHERWISE SPECIFIED IN THE STANDARD NOTES) WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.

<b>Acceptance</b>			
I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUYER. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE RINKER MATERIALS STCS VIEWABLE AT <a href="http://www.rinkerpipe.com">www.rinkerpipe.com</a> .		By	Jennings Litchfield
Company		(O)	407-293-5126
By		(F)	407-298-4439
Title		(Cell)	321-377-1577
Date		Title	Sales Manager



**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance. Notwithstanding anything herein to the contrary, any Goods not rejected within 72 hours from the date of delivery shall be deemed accepted.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder upon prior written notice to Seller.
5. **WARRANTY.** Seller makes no warranty whatsoever with respect to goods, products, accessories or parts furnished by Seller but not manufactured by Seller, which carry only the warranty, if any, and Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner to the extent permitted by the terms of such warranty. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects in manufacturing and workmanship, and shall conform to the specifications in Exhibit A provided Owner provides written notice of any such defect within one (1) year from date of delivery of the Goods. Seller agrees, as Owner's exclusive remedy, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES, AND SELLER HEREBY DISCLAIMS, AND OWNER HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER WRITTEN, VERBAL, EXPRESS OR IMPLIED, BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, LT Westview LLC, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order; provided, that Owner and Seller shall have no obligation to indemnify for any liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by or arising from the negligence, reckless or intentional wrongful misconduct of the Indemnitees. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to



Owner at law or in equity, cancel this Order without penalty or liability by seven (7) days written notice to Seller and Seller's failure to cure within such time.

10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law. Seller shall not be liable to Owner for any indirect damages of any kind, including special, consequential, incidental or punitive (if allowed by law). The foregoing limitation of liability shall not apply to third party claims for personal injury (including death) or damage to property for which Seller is obligated to indemnify Owner pursuant to Paragraph 7.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner and Seller.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller, in accordance with Paragraph 9. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.



# CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Westview South Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8018974965C-4, affirms that the tangible personal property purchased pursuant to a Purchase Order from Hydro Conduit LLC d/b/a Rinker Materials will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Authorizing Addendum – Westview Pod B Spine Road*, dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022 with Jr. Davis Construction Company Inc. for the construction of public infrastructure associated with the Westview South Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A- 1.094, *Florida Administrative Code*:

**You must initial each of the following requirements.**

- jk 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- jk 2. The vendor's invoice will be issued directly to Governmental Entity.
- jk 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- jk 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- jk 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*, Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

Josh Kalin  
Signature of Authorized Representative  
Josh Kalin  
Purchaser's Name (Print or Type)

chair  
Title  
9/18/2023  
Date

Federal Employer Identification Number: \_\_\_\_\_  
Telephone Number: 321.436.8164

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS H**



## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.  
NAME: Chuck Grimstead  
ADDRESS: 801 Thorpe Road, Orlando, FL 32824  
TELEPHONE NUMBER: (407) 859-7473
2. Manufacturer or brand, model or specification number of the item.  
**See attached quote: dated 8/30/2023 Bid #B587871**
3. Quantity needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above.  
\$2,789,100.40
5. The sales tax associated with the price quote. \$ 0
6. Shipping and handling insurance cost. **Included**
7. Delivery dates as established by Contractor. **See attached**

OWNER: **Westview South Community Development District**

  
\_\_\_\_\_  
Authorized Signature (Title)

9/13/2023  
\_\_\_\_\_  
Date

CONTRACTOR: **Jr. Davis Construction Company**  
**Marc A** Digitally signed by Marc A  
Goodman  
\_\_\_\_\_  
**Goodman** Date: 2023.09.13 08:40:39  
Authorized Signature (Title) -04'00' Date

**Attachment: Purchase Order and Schedule of Items**

**PURCHASE ORDER**  
**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**"Owner"**

Owner:	Westview South Community Development District	Seller:	Ferguson Enterprises, LLC dba Ferguson Waterworks
Address:	c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431	Address:	801 Thorpe Road Orlando, Florida 32824
Phone:	(561) 571-0010	Phone:	(407) 859-9561

**"Project"**

Project Name:	Westview South Project – Pod B Spine Road	Contract Date:	August 7, 2023, as assigned <u>August 31</u> , 2023
Project Address:	Osceola/Polk County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

**Schedule** – The Goods shall be delivered subject to the manufacturer's schedule.

**Price** – \$2,789,100.40

**Certificate of Exemption #** 85-8018974965C-4

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

Owner

By: 

Name: JOSE KACIN

Title: CHAIR

Date Executed: 9/13/2023

**FERGUSON ENTERPRISES, LLC DBA FERGUSON  
WATERWORKS**

Seller

By: 

Name: Thomas M. Bnd

Title: Sales Manager

Date Executed: 9/12/23

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions

**EXHIBIT A**

**[Vendor's Proposal]**

12:53:30 SEP 05 2023

Page 1 of 10

FEL-ORLANDO WATERWORKS #126

Price Quotation

Phone: 407-859-7473

Fax: 407-859-9561

**Bid No:** B587871  
**Bid Date:** 08/30/23  
**Quoted By:** CG

**Cust Phone:** 813-683-1133  
**Terms:** NET 10TH PROX

**Customer:** WESTVIEW SOUTH CDD  
PO BOX 810036  
177 WATERMARK BLVD  
C/O JR DAVIS  
BOCA RATON, FL 33481

**Ship To:**

**Cust PO#:** WATERMARK BLVD

**Job Name:** WESTVIEW POD B

Item	Description	Quantity	Net Price	UM	Total
	WESTVIEW POD B WATERMARK BLVD ----				
	TOHO WTR AUTH ----				
	WALDROP ENG. DWG: 6/6/23 ----				
	=====				
	STORM =====				
	----				
A36650020IBPL	36X20 HP N12 DW GRAY SLD PL PIPE	160	69.840	FT	11174.40
A30650020IBPL	30X20 HP N12 DW GRAY SLD PL PIPE	640	62.990	FT	40313.60
	SUBTOTAL				51488.00
	----				
	=====				
	SANITARY =====				
	----				
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	770	12.790	FT	9848.30
PED11GN1040	10X40 DIPS DR11 HDPE PIPE GN STRIPE	80	2495.000	C	1996.00
PSD3105G4	3X1000 UG DET SWR GREE	1	50.000	EA	50.00
PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	1	15.000	EA	15.00
	SUBTOTAL				11909.30
	----				
	MANHOLE WRAP ----				
BC56950	9X50 ROLL M/HOLE WRAP	10	595.000	EA	5950.00
CWSCL9	9 WRAPID SEAL CLOSURE	25	8.000	EA	200.00
CWSPRIMER	WRAPID SEAL PRMR	2	115.000	EA	230.00
	SUBTOTAL				6380.00
	----				
	----				



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=126&on=67917>

Fax: 407-859-9561

12:53:30 SEP 05 2023

Reference No: B587871

Item	Description	Quantity	Net Price	UM	Total
=====					
FORCE MAIN					
=====					
DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP	5920	45.190	FT	267524.80
DR25GPX	8 C900 DR25 PVC GJ GREE PIPE	140	13.940	FT	1951.60
DR25GPU	6 C900 DR25 PVC GJ GREE PIPE	560	8.840	FT	4950.40
DR25GPP	4 C900 DR25 PVC GJ GREE PIPE	120	4.140	FT	496.80
TW14SLDUFG500	14GA SLD COP UF WIRE GREE 500	7000	180.000	M	1260.00
PDTFMM	3X1000 DET TAPE - FORCE MAIN GREE	7	50.000	EA	350.00
PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	7	15.000	EA	105.00
	SUBTOTAL				276638.60
-----					
BELL RESTRAINTS					
-----					
SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	119	395.000	EA	47005.00
SPWPC8	8 SIGMA BELL REST F/ C900 *PVLOK	3	93.000	EA	279.00
SPWPC6	6 SIGMA BELL REST F/ C900 *PVLOK	12	56.000	EA	672.00
SPWPC4	4 SIGMA BELL REST F/ C900 *PVLOK	3	45.000	EA	135.00
	SUBTOTAL				48091.00
-----					
AFC2516MMLAOL	16 DI MJ RW OL GATE VLV L/A	12	4545.000	EA	54540.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	23	278.000	EA	6394.00
IMJBGP16	16 MJ C153 BLT GSKT PK L/ GLAND	1	62.000	EA	62.00
I461SS	2PC SC CI VLV BX 19-22 SWR	12	79.000	EA	948.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	12	24.000	EA	288.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	12	20.000	EA	240.00
BVTM	3 BRS VLV ID TAG	12	17.000	EA	204.00
	SUBTOTAL				62676.00
-----					
AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	2	1340.000	EA	2680.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	3	78.000	EA	234.00
IMJBGPX	8 MJ C153 BLT GSKT PK L/ GLAND	1	28.000	EA	28.00
I461SS	2PC SC CI VLV BX 19-22 SWR	2	79.000	EA	158.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	2	24.000	EA	48.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	2	20.000	EA	40.00
BVTM	3 BRS VLV ID TAG	2	17.000	EA	34.00
	SUBTOTAL				3222.00
-----					
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	4	850.000	EA	3400.00
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	7	58.000	EA	406.00
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	1	24.000	EA	24.00
I461SS	2PC SC CI VLV BX 19-22 SWR	4	79.000	EA	316.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	4	24.000	EA	96.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	4	20.000	EA	80.00
BVTM	3 BRS VLV ID TAG	4	17.000	EA	68.00
	SUBTOTAL				4390.00
-----					
AFC2504MMLAOL	4 DI MJ RW OL GATE VLV L/A	2	670.000	EA	1340.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	4	46.000	EA	184.00
I461SS	2PC SC CI VLV BX 19-22 SWR	2	79.000	EA	158.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	2	24.000	EA	48.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	2	20.000	EA	40.00
BVTM	3 BRS VLV ID TAG	2	17.000	EA	34.00
	SUBTOTAL				1804.00
-----					
MJYP4LA16	16 MJ C153 P-401 WYE L/A	1	3880.000	EA	3880.00
MJTP4LA16X	16X8 MJ C153 P-401 TEE L/A	1	1620.000	EA	1620.00
MJYP4LA16U	16X6 MJ C153 P-401 WYE L/A	2	2124.000	EA	4248.00



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Reference No: B587871

Item	Description	Quantity	Net Price	UM	Total
MJSEBRP4LAUP	6X4 SEMJ C153 P-401 RED L/A	1	302.000	EA	302.00
MJ4P4LA16	16 MJ C153 P-401 45 BEND L/A	49	1370.000	EA	67130.00
MJ2P4LA16	16 MJ C153 P-401 22-1/2 BEND L/A	13	1337.000	EA	17381.00
MJ1P4LA16	16 MJ C153 P-401 11-1/4 BEND L/A	12	1382.000	EA	16584.00
MJRP4LA16U	16X6 MJ C153 P-401 RED L/A	1	1174.000	EA	1174.00
MJTPP416K	16X2 MJ C153 P-401 TAPT PLUG	1	1169.000	EA	1169.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	158	278.000	EA	43924.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	1	78.000	EA	78.00
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	2	58.000	EA	116.00
SSLDE6AP	6 DI WDG REST *ONELOK W/A	1	50.000	EA	50.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	1	46.000	EA	46.00
	SUBTOTAL				157702.00
	----				
MJ4P4LAX	8 MJ C153 P-401 45 BEND L/A	8	472.000	EA	3776.00
MJTPP4XK	8X2 MJ C153 P-401 TAP PLUG	1	445.000	EA	445.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	16	78.000	EA	1248.00
	SUBTOTAL				5469.00
	----				
MJ4P4LAU	6 MJ C153 P-401 45 BEND L/A	13	343.000	EA	4459.00
MJ1P4LAU	6 MJ C153 P-401 11-1/4 BEND L/A	2	335.000	EA	670.00
MJTPP4UK	6X2 MJ C153 P-401 TAP PLUG	2	334.000	EA	668.00
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	30	58.000	EA	1740.00
	SUBTOTAL				7537.00
	----				
MJ4P4LAP	4 MJ C153 P-401 45 BEND L/A	5	221.000	EA	1105.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	10	46.000	EA	460.00
	SUBTOTAL				1565.00
	----				
	24X16 WET TAP ASSY				
	----				
SP-J4122580X16ESS	24X16 EPOXY SS TAPN SLV 25.71-26.41	1	2155.000	EA	2155.00
AFC2516TMLAOL	16 DI MJ RW OL TAPN VLV L/A	1	6995.000	EA	6995.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	1	278.000	EA	278.00
I461SS	2PC SC CI VLV BX 19-22 SWR	1	79.000	EA	79.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	24.000	EA	24.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	1	20.000	EA	20.00
BVTM	3 BRS VLV ID TAG	1	17.000	EA	17.00
	SUBTOTAL				9568.00
	----				
	2" ARV ASSY (4)				
	----				
MJTP4LA16	16 MJ C153 P-401 TEE L/A	4	2150.000	EA	8600.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	8	278.000	EA	2224.00
MJTPP416K	16X2 MJ C153 P-401 TAPT PLUG	4	1169.000	EA	4676.00
IMJBG16	16 MJ C153 BLT GSKT PK L/ GLAND	4	62.000	EA	248.00
FFB17007NL	LF 2 MIP X FIP BALL CORP	4	267.000	EA	1068.00
IS6CTS9K	2 SS 316 150# THRD ST 90 ELL	4	22.000	EA	88.00
IS46NK48	2X48 SS S40 316L WLD NIP	8	198.000	EA	1584.00
IS6CT9K	2 SS 316 150# THRD 90 ELL	4	22.000	EA	88.00
FNW200AK	2 SS 1000# THRD 2PC FP BV LL	4	225.000	EA	900.00
IS46NKP	2X4 SS S40 316L WLD NIP	8	12.000	EA	96.00
IS6CTTK	2 SS 316 150# THRD TEE	4	24.000	EA	96.00
IS6CTSPK	2 SS 316 150# THRD SQ HD PLUG	4	12.000	EA	48.00
AD025STST	2 COMB AIR VLV 316 BDY SS TOP *Z	4	3500.000	EA	14000.00
W131632GREEN	13X16X32 GREE POLY ARV ENC	4	595.000	EA	2380.00
P40S9J	1-1/2 PVC S40 SXS 90 ELL	8	2.000	EA	16.00
P40BEPJ20	1-1/2X20 FT PVC S40 BE PIPE	20	190.000	C	38.00
P40SCAPJ	1-1/2 PVC S40 SOC CAP	4	2.000	EA	8.00



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Reference No: B587871

Item	Description	Quantity	Net Price	UM	Total
	SUBTOTAL				36158.00
	----				
	4" PIG PORT AT LIFT ST				
	----				
MJTP4LAP	4 MJ C153 P-401 TEE L/A	1	270.000	EA	270.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	2	46.000	EA	92.00
MJSPP4P	4 MJ C153 P-401 SLD PLUG	1	165.000	EA	165.00
IMJBGPP	4 MJ C153 BLT GSKT PK L/ GLAND	1	21.000	EA	21.00
3M7100178134	1404-XR GREE WST WTR BALL MRKR	1	16.000	EA	16.00
	SUBTOTAL				564.00
	----				
	2" BLOW-OFF ASSY (2)				
	----				
FC8477NL	LF 2 MIP X CTS PJ COUP	2	85.000	EA	170.00
PEC9GRNK100	2X100 CTS DR9 HDPE GRN PIPE	100	235.000	C	235.00
FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	2	327.000	EA	654.00
ND1500OLSB	12 JMBO MTR BX W/ OVRLAP SLD CVR	2	54.000	EA	108.00
	SUBTOTAL				1167.00
	----				
	=====				
	WATER				
	=====				
	----				
DR18BP16	16 C900 DR18 CL235 PVC GJ BLUE PIPE	2600	61.840	FT	160784.00
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	8900	42.840	FT	381276.00
DR18BP10	10 C900 DR18 PVC GJ BLUE PIPE	380	30.740	FT	11681.20
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	1880	20.490	FT	38521.20
TW14SLDUFBL500	14GA SLD COP UF WIRE BLUE 500	14000	175.000	M	2450.00
PSD3105B52	3X1000 UG DET WTR BLUE	14	50.000	EA	700.00
PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	14	15.000	EA	210.00
	SUBTOTAL				595622.40
	----				
SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	53	395.000	EA	20935.00
SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	178	178.000	EA	31684.00
SPWPC10	10 SIGMA BELL REST F/ C900	8	162.000	EA	1296.00
SPWPC8	8 SIGMA BELL REST F/ C900 *PVLOK	38	93.000	EA	3534.00
	SUBTOTAL				57449.00
	----				
AFC2516MMLAOL	16 DI MJ RW OL GATE VLV L/A	9	4545.000	EA	40905.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	18	278.000	EA	5004.00
I461SW	2PC SC CI VLV BX 19-22 WTR	9	79.000	EA	711.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	9	24.000	EA	216.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	9	20.000	EA	180.00
BVTM	3 BRS VLV ID TAG	9	17.000	EA	153.00
	SUBTOTAL				47169.00
	----				
AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	46	2595.000	EA	119370.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	91	141.000	EA	12831.00
IMJBGPP12	12 MJ C153 BLT GSKT PK L/ GLAND	1	38.000	EA	38.00
I461SW	2PC SC CI VLV BX 19-22 WTR	46	79.000	EA	3634.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	46	24.000	EA	1104.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	46	20.000	EA	920.00
BVTM	3 BRS VLV ID TAG	46	17.000	EA	782.00
	SUBTOTAL				138679.00
	----				
AFC2510MMLAOL	10 DI MJ RW OL GATE VLV L/A	4	2095.000	EA	8380.00
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	7	135.000	EA	945.00
IMJBGPP10	10 MJ C153 BLT GSKT PK L/ GLAND	1	36.000	EA	36.00



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Item	Description	Quantity	Net Price	UM	Total
I461SW	2PC SC CI VLV BX 19-22 WTR	4	79.000	EA	316.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	4	24.000	EA	96.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	4	20.000	EA	80.00
BVTM	3 BRS VLV ID TAG	4	17.000	EA	68.00
	SUBTOTAL				9921.00
----					
AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	41	1340.000	EA	54940.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	61	78.000	EA	4758.00
IMJBGPX	8 MJ C153 BLT GSKT PK L/ GLAND	21	28.000	EA	588.00
I461SW	2PC SC CI VLV BX 19-22 WTR	41	79.000	EA	3239.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	41	24.000	EA	984.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	41	20.000	EA	820.00
BVTM	3 BRS VLV ID TAG	41	17.000	EA	697.00
	SUBTOTAL				66026.00
----					
MJCRLA1610	16X10 MJ C153 CRS L/A	1	1215.000	EA	1215.00
MJ4LA16	16 MJ C153 45 BEND L/A	4	525.000	EA	2100.00
MJLSLA16	16X15 MJ C153 LONG SLV L/A	1	472.000	EA	472.00
MJRLA1612	16X12 MJ C153 RED L/A	1	347.000	EA	347.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	13	278.000	EA	3614.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	1	141.000	EA	141.00
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	2	135.000	EA	270.00
	SUBTOTAL				8159.00
----					
MJCRLA12	12 MJ C153 CRS L/A	1	678.000	EA	678.00
MJCRLA12X	12X8 MJ C153 CRS L/A	3	429.000	EA	1287.00
MJTLA12	12 MJ C153 TEE L/A	1	453.000	EA	453.00
MJTLA12X	12X8 MJ C153 TEE L/A	12	354.000	EA	4248.00
MJ4LA12	12 MJ C153 45 BEND L/A	10	270.000	EA	2700.00
MJ2LA12	12 MJ C153 22-1/2 BEND L/A	2	236.000	EA	472.00
MJ1LA12	12 MJ C153 11-1/4 BEND L/A	34	221.000	EA	7514.00
MJLSLA12	12X12 MJ C153 LONG SLV L/A	1	249.000	EA	249.00
MJSEBRLA12X	12X8 SEMJ C153 RED L/A	1	167.000	EA	167.00
MJTP12K	12X2 MJ C153 TAP PLUG	1	167.000	EA	167.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	131	141.000	EA	18471.00
SSLDE12AP	12 DI WDG REST *ONELOK W/A	1	128.000	EA	128.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	19	78.000	EA	1482.00
	SUBTOTAL				38016.00
----					
MJTLA10X	10X8 MJ C153 TEE L/A	1	285.000	EA	285.00
MJ2LA10	10 MJ C153 22-1/2 BEND L/A	1	180.000	EA	180.00
MJ1LA10	10 MJ C153 11-1/4 BEND L/A	1	179.000	EA	179.00
MJRLA10X	10X8 MJ C153 RED L/A	1	127.000	EA	127.00
MJTP10K	10X2 MJ C153 TAP PLUG	1	172.000	EA	172.00
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	7	135.000	EA	945.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	2	78.000	EA	156.00
	SUBTOTAL				2044.00
----					
MJ4LAX	8 MJ C153 45 BEND L/A	16	125.000	EA	2000.00
MJ1LAX	8 MJ C153 11-1/4 BEND L/A	1	114.000	EA	114.00
MJTPXK	8X2 MJ C153 TAP PLUG	21	110.000	EA	2310.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	34	78.000	EA	2652.00
	SUBTOTAL				7076.00
----					
	16X16 TEMP JUMPER				
----					
FFCD2021840IP7	16X2 IP DBL STRP SS EPOX SDL	2	199.000	EA	398.00
FFB17007NL	LF 2 MIP X FIP BALL CORP	2	267.000	EA	534.00



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Item	Description	Quantity	Net Price	UM	Total
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	2	12.000	EA	24.00
	SUBTOTAL				956.00
	----				
	12X12 TEMP JUMPER				
	----				
FFCD2021320IP7I	12X2 IP DBL STRP SS EPOX SDL	2	154.000	EA	308.00
FFB17007NL	LF 2 MIP X FIP BALL CORP	2	267.000	EA	534.00
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	2	12.000	EA	24.00
	SUBTOTAL				866.00
	----				
	HYDRANT ASSY (8)				
	----				
MJSTLA12U	12X6 MJ C153 SWVL TEE L/A	6	316.000	EA	1896.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	12	141.000	EA	1692.00
MJSTLAXU	8X6 MJ C153 SWVL TEE L/A	2	220.000	EA	440.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	4	78.000	EA	312.00
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	8	850.000	EA	6800.00
I461SW	2PC SC CI VLV BX 19-22 WTR	8	79.000	EA	632.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	8	24.000	EA	192.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	8	20.000	EA	160.00
BVTM	3 BRS VLV ID TAG	8	17.000	EA	136.00
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	24	24.000	EA	576.00
MJSHAU13	6X13 MJ C153 SWVL X SOL HYD ADPT	8	173.000	EA	1384.00
AFCB84BLAOLS	5-1/4 VO B84B HYD 5'0 OL L/A	6	2895.000	EA	17370.00
AFCB84BLAOLP	5-1/4 VO B84B HYD 4'0 OL L/A	2	2695.000	EA	5390.00
	SUBTOTAL				36980.00
	----				
	20" DIRECTIONAL DRILL (2)				
	----				
PED11B2050	20X50 DIPS DR11 HDPE PIPE BL STRIPE	150	9850.000	C	14775.00
P746440232	8GA SLD HDCCS PE45 WIRE BLUE 500	500	395.000	M	197.50
PED11MJA20	20 DIPS PC200 DR11 MJ ADPT	4	559.000	EA	2236.00
IMJAPHDI20	20 HDPE DIPS IPS ACCY MJ PK W/GLND	4	385.000	EA	1540.00
MJRLA2016	20X16 MJ C153 RED L/A	4	554.000	EA	2216.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	4	278.000	EA	1112.00
	SUBTOTAL				22076.50
	----				
	2" WATER SRVC TO LIFT ST				
	----				
FFCD2021840IP7	16X2 IP DBL STRP SS EPOX SDL	1	199.000	EA	199.00
FFB11007NL	LF 2 MIP X CTS PJ BALL CORP	1	283.000	EA	283.00
AX42250100	2X100 CTS 250 PSI NSF BLUE	100	2.350	FT	235.00
FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	1	327.000	EA	327.00
ND1500OLSB	12 JMBO MTR BX W/ OVRLAP SLD CVR	1	54.000	EA	54.00
FC8477NL	LF 2 MIP X CTS PJ COUP	2	85.000	EA	170.00
IBRLF9K	LF 2 BRS 90 ELL	6	24.000	EA	144.00
GBRKNK48	LF 2X48 BRS NIP GBL	3	216.000	EA	648.00
GBRKNP	LF 2X4 BRS NIP GBL	6	28.000	EA	168.00
IBRLF125UK	LF 2 BRS 125# UNION	2	45.000	EA	90.00
W975XL2K	LF 2 RED PRES BFP W/ BV	1	725.000	EA	725.00
IBRLF7TKKJ	LF 2X2X1-1/2 BRS TEE	1	43.000	EA	43.00
GBRNNK	LF 1-1/2X2 BRS NIP GBL	1	8.000	EA	8.00
PFT300J	*NP 1-1/2 BRS 200# THRD NRS GATE	1	20.000	EA	20.00
FNWCGFALJ	1-1/2 ALUM MALE ADPT	1	5.000	EA	5.00
FNWCGDCALJ	1-1/2 ALUM DUST CAP	1	10.000	EA	10.00
IBRLF8K	LF 2X3/4 BRS BUSH	1	15.000	EA	15.00
PF71FC	*NP 3/4 BRS IPS HOSE BIBB	1	6.000	EA	6.00
	SUBTOTAL				3150.00
	----				



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Reference No: B587871

Item	Description	Quantity	Net Price	UM	Total
	2" BLOW-OFF ASSY (23)				
	----				
FC8477NL	LF 2 MIP X CTS PJ COUP	23	85.000	EA	1955.00
AX42250100	2X100 CTS 250 PSI NSF BLUE	200	2.350	FT	470.00
FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	23	327.000	EA	7521.00
ND1500OLSB	12 JMBO MTR BX W/ OVRLAP SLD CVR	23	54.000	EA	1242.00
	SUBTOTAL				11188.00
	-----				
	RECLAIM				
	-----				
DR18PP16	16 C900 DR18 CL235 PVC PURP PIPE	4480	61.840	FT	277043.20
DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	5200	42.840	FT	222768.00
DR18PP10	10 C900 DR18 PVC GJ PURP PIPE	300	30.740	FT	9222.00
DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	480	20.490	FT	9835.20
DR18PPU	6 C900 DR18 PVC GJ PURP PIPE	940	11.990	FT	11270.60
DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	800	5.890	FT	4712.00
P80BM	3 X 20 FT PVC S80 BE PIPE	20	645.000	C	129.00
TW14SLDUF500	14GA SLD COP UF WIRE PURP 500	13000	175.000	M	2275.00
PSD3105PP115	3X1000 UG DET RECLMD WTR PURP	13	50.000	EA	650.00
PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	13	15.000	EA	195.00
	SUBTOTAL				538100.00
	----				
	BELL RESTRAINTS				
	----				
SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	90	395.000	EA	35550.00
SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	104	178.000	EA	18512.00
SPWPC10	10 SIGMA BELL REST F/ C900	6	162.000	EA	972.00
SPWPC8	8 SIGMA BELL REST F/ C900 *PVLOK	10	93.000	EA	930.00
SPWPC6	6 SIGMA BELL REST F/ C900 *PVLOK	19	56.000	EA	1064.00
SPWPC4	4 SIGMA BELL REST F/ C900 *PVLOK	16	45.000	EA	720.00
	SUBTOTAL				57748.00
	----				
AFC2516MMLAOL	16 DI MJ RW OL GATE VLV L/A	19	4545.000	EA	86355.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	36	278.000	EA	10008.00
IMJBG16	16 MJ C153 BLT GSKT PK L/ GLAND	2	62.000	EA	124.00
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	19	109.000	EA	2071.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	19	24.000	EA	456.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	19	20.000	EA	380.00
BVTM	3 BRS VLV ID TAG	19	17.000	EA	323.00
	SUBTOTAL				99717.00
	----				
AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	33	2595.000	EA	85635.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	66	141.000	EA	9306.00
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	33	109.000	EA	3597.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	33	24.000	EA	792.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	33	20.000	EA	660.00
BVTM	3 BRS VLV ID TAG	33	17.000	EA	561.00
	SUBTOTAL				100551.00
	----				
AFC2510MMLAOL	10 DI MJ RW OL GATE VLV L/A	6	2095.000	EA	12570.00
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	9	135.000	EA	1215.00
IMJBG10	10 MJ C153 BLT GSKT PK L/ GLAND	3	36.000	EA	108.00
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	6	109.000	EA	654.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	6	24.000	EA	144.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	6	20.000	EA	120.00



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Fax: 407-859-9561

12:53:30 SEP 05 2023

Reference No: B587871

Item	Description	Quantity	Net Price	UM	Total
BVTM	3 BRS VLV ID TAG	6	17.000	EA	102.00
	SUBTOTAL				14913.00
	----				
AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	5	1340.000	EA	6700.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	8	78.000	EA	624.00
IMJBGPX	8 MJ C153 BLT GSKT PK L/ GLAND	2	28.000	EA	56.00
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	5	109.000	EA	545.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	5	24.000	EA	120.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	5	20.000	EA	100.00
BVTM	3 BRS VLV ID TAG	5	17.000	EA	85.00
	SUBTOTAL				8230.00
	----				
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	17	850.000	EA	14450.00
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	26	58.000	EA	1508.00
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	8	24.000	EA	192.00
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	17	109.000	EA	1853.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	17	24.000	EA	408.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	17	20.000	EA	340.00
BVTM	3 BRS VLV ID TAG	17	17.000	EA	289.00
	SUBTOTAL				19040.00
	----				
AFC2504MMLAOL	4 DI MJ RW OL GATE VLV L/A	18	670.000	EA	12060.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	28	46.000	EA	1288.00
IMJBGPX	4 MJ C153 BLT GSKT PK L/ GLAND	8	21.000	EA	168.00
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	18	109.000	EA	1962.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	18	24.000	EA	432.00
SP-P80CAK	2 SCH80 WIRE C/O ASSY	18	20.000	EA	360.00
BVTM	3 BRS VLV ID TAG	18	17.000	EA	306.00
	SUBTOTAL				16576.00
	----				
MJCRLA1612	16X12 MJ C153 CRS L/A	1	1280.000	EA	1280.00
MJCRLA1610	16X10 MJ C153 CRS L/A	1	1215.000	EA	1215.00
MJCRLA16X	16X8 MJ C153 CRS L/A	1	932.000	EA	932.00
MJTLA1610	16X10 MJ C153 TEE L/A	1	902.000	EA	902.00
MJTLA16U	16X6 MJ C153 TEE L/A	2	626.000	EA	1252.00
MJSEBRLAUP	6X4 SEMJ C153 RED L/A	3	64.000	EA	192.00
MJ4LA16	16 MJ C153 45 BEND L/A	27	525.000	EA	14175.00
MJ2LA16	16 MJ C153 22-1/2 BEND L/A	12	502.000	EA	6024.00
MJ1LA16	16 MJ C153 11-1/4 BEND L/A	11	533.000	EA	5863.00
MJRLA1612	16X12 MJ C153 RED L/A	3	347.000	EA	1041.00
MJRLA16U	16X6 MJ C153 RED L/A	1	393.000	EA	393.00
MJTP16K	16X2 MJ C153 TAP PLUG	3	417.000	EA	1251.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	116	278.000	EA	32248.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	3	141.000	EA	423.00
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	3	135.000	EA	405.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	2	78.000	EA	156.00
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	1	58.000	EA	58.00
SSLDE6AP	6 DI WDG REST *ONELOK W/A	3	50.000	EA	150.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	3	46.000	EA	138.00
	SUBTOTAL				68098.00
	----				
MJCRLA12U	12X6 MJ C153 CRS L/A	2	373.000	EA	746.00
MJTLA12X	12X8 MJ C153 TEE L/A	2	354.000	EA	708.00
MJTLA12U	12X6 MJ C153 TEE L/A	3	308.000	EA	924.00
MJTLA12P	12X4 MJ C153 TEE L/A	7	308.000	EA	2156.00
MJ4LA12	12 MJ C153 45 BEND L/A	32	270.000	EA	8640.00
MJ2LA12	12 MJ C153 22-1/2 BEND L/A	2	236.000	EA	472.00
MJ1LA12	12 MJ C153 11-1/4 BEND L/A	20	221.000	EA	4420.00
MJLSLA12	12X12 MJ C153 LONG SLV L/A	1	249.000	EA	249.00



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12:53:30 SEP 05 2023

Reference No: B587871

Item	Description	Quantity	Net Price	UM	Total
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	138	141.000	EA	19458.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	2	78.000	EA	156.00
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	7	58.000	EA	406.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	7	46.000	EA	322.00
	SUBTOTAL				38657.00
	----				
MJ4LA10	10 MJ C153 45 BEND L/A	14	181.000	EA	2534.00
MJ2LA10	10 MJ C153 22-1/2 BEND L/A	1	180.000	EA	180.00
MJ1LA10	10 MJ C153 11-1/4 BEND L/A	1	183.000	EA	183.00
MJTP10K	10X2 MJ C153 TAP PLUG	3	172.000	EA	516.00
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	32	135.000	EA	4320.00
	SUBTOTAL				7733.00
	----				
MJ4LAX	8 MJ C153 45 BEND L/A	12	125.000	EA	1500.00
MJ2LAX	8 MJ C153 22-1/2 BEND L/A	1	123.000	EA	123.00
MJ1LAX	8 MJ C153 11-1/4 BEND L/A	1	111.000	EA	111.00
MJLSLAX	8X12 MJ C153 LONG SLV L/A	1	155.000	EA	155.00
MJSEBRLAXU	8X6 SEMJ C153 RED L/A	1	97.000	EA	97.00
MJTPXK	8X2 MJ C153 TAP PLUG	2	110.000	EA	220.00
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	29	78.000	EA	2262.00
SSLDE8AP	8 DI WDG REST *ONELOK W/A	1	67.000	EA	67.00
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	1	58.000	EA	58.00
	SUBTOTAL				4593.00
	----				
MJ4LAU	6 MJ C153 45 BEND L/A	20	86.000	EA	1720.00
MJ2LAU	6 MJ C153 22-1/2 BEND L/A	1	79.000	EA	79.00
MJ1LAU	6 MJ C153 11-1/4 BEND L/A	2	82.000	EA	164.00
MJTPIUK	6X2 MJ C153 TAP PLUG	8	82.000	EA	656.00
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	46	58.000	EA	2668.00
	SUBTOTAL				5287.00
	----				
MJ9LAP	4 MJ C153 90 BEND L/A	2	65.000	EA	130.00
MJ4LAP	4 MJ C153 45 BEND L/A	26	54.000	EA	1404.00
MJ2LAP	4 MJ C153 22-1/2 BEND L/A	1	53.000	EA	53.00
MJ1LAP	4 MJ C153 11-1/4 BEND L/A	1	51.000	EA	51.00
MJRLAPM	4X3 MJ C153 RED L/A	2	56.000	EA	112.00
MJTTPK	4X2 MJ C153 TAP PLUG	10	56.000	EA	560.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	62	46.000	EA	2852.00
SSLCE3TAP	3 PVC WDG REST *ONELOK W/ IPS ACCY	2	46.000	EA	92.00
	SUBTOTAL				5254.00
	----				
MJTTPMK	3X2 MJ C153 TAP PLUG	2	62.000	EA	124.00
	SUBTOTAL				124.00
	----				
	3" METER ASSY (2)				
	----				
MJ9LAM	3 MJ C153 90 BEND L/A	4	62.000	EA	248.00
SSLCE3TAP	3 PVC WDG REST *ONELOK W/ IPS ACCY	2	46.000	EA	92.00
SSLDE3AP	3 DI WDG REST *ONELOK W/A	4	45.000	EA	180.00
IMJTBGPM	3 MJ TRANS BLT GSKT PK L/ GLAND	2	22.000	EA	44.00
FPPPCMU	3X6'0 FLGXPE PC DI SPL	4	990.000	EA	3960.00
F9M	3 DI 125# C110 FLG 90 BEND	4	83.000	EA	332.00
N53107600	LF 3 FLG DI STRN F/ MTR	2	455.000	EA	910.00
NEU3A1G2	3X12 FLG MACH 10 USG RECL MTR	2	4155.000	EA	8310.00
FTM	3 DI 125# C110 FLG TEE	2	114.000	EA	228.00
TAPBFMK	3X2 DI C110 125# TAP BLND FLG	2	60.000	EA	120.00
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	2	12.000	EA	24.00
W375OSYM	LF 3 RPZ BFP W/ OS&Y GATE VLV	2	1775.000	EA	3550.00



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Reference No: B587871

Item	Description	Quantity	Net Price	UM	Total
FFPPCMG	3X1'0 FLGXFLG PC DI SPL	2	362.000	EA	724.00
FNWNBGZ1RF8M	3 ZN 150# RR FF 1/8 FLG PKG	20	9.000	EA	180.00
AAPSSM	3 GALV ADJ PIPE SDL SUPP	6	90.000	EA	540.00
	SUBTOTAL				19442.00
	2" BLOW-OFF ASSY (23)				
FC8477NL	LF 2 MIP X CTS PJ COUP	23	85.000	EA	1955.00
AX62250100	2X100 CTS DR9 250 PSI REC PURP	200	2.350	FT	470.00
FBRW41777WNL	LF 2 CTS COMP X FIP BALL CURB RECL	23	329.000	EA	7567.00
N117PBCR	12X20 JMBO OL RCL MTR BX PURP	23	64.000	EA	1472.00
	SUBTOTAL				11464.00
	FABRIC, BRICK AND PORTLAND				
TILPC	TYPE 1L PLND CMNT 94 LB BAG *X	450	12.500	EA	5625.00
FS11111	CORED M/HOLE BRIC	37440	0.640	EA	23961.60
ACFAC4030360	3X360 FT NON-DOT N/WOV 120 SY	38	60.000	RL	2280.00
	SUBTOTAL				31866.60
	INCIDENTAL ITEMS				10000.00
	SUBTOTAL				10000.00

**Net Total:** \$2789100.40  
**Tax:** \$0.00  
**Freight:** \$0.00  
**Total:** \$2789100.40

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**FERGUSON US HOLDINGS, INC**

2 Business name/disregarded entity name, if different from above  
**FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **E**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**751 LAKEFRONT COMMONS**

6 City, state, and ZIP code  
**NEWPORT NEWS, VA 23606**

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	4	-	1	4	7	3	3	3	8
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Rebecca S. Dubois* Date ► *2/14/23*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Ferguson Enterprises, LLC utilizes the following DBA names:**

**Current and Former dba Names**

<b>Entity Name</b>	<b>Tax ID No</b>	<b>Entity Name</b>	<b>Tax ID No.</b>
A P Supply Company	54-1211771	J & G Products	54-1211771
ACF Environmental	54-1211771	J D Daddario Companv	54-1211771
Action Automation	54-1211771	Joseph G Pollard Co	54-1211771
Action Plumbing Supply	54-1211771	Karl's Appliances	54-1211771
Action Supply Co	54-1211771	Kitchen Art	54-1211771
ADL	54-1211771	Lighting and Appliance	54-1211771
Airefco	54-1211771	Lighting Design Center	54-1211771
Alaska Pipe & Supply	54-1211771	Lighting Plus	54-1211771
AMS Steam Products	54-1211771	Lighting Unlimited	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	Lincoln Products	54-1211771
BAC Appliance Center	54-1211771	Linwood Pipe and Supply	54-1211771
Bath + Beyond	54-1211771	Louisiana Utilities Supply Company	54-1211771
Blackman Plumbing Supply	54-1211771	LUSCO	54-1211771
Brock-McVey	54-1211771	McFarland Supply	54-1211771
Bruce-Rogers Company	54-1211771	Meyer Appliance	54-1211771
Cal-Steam	54-1211771	Michigan Meter	54-1211771
Capital Distributing	54-1211771	Mission Valley Pipe	54-1211771
Caynon Pipe & Supply	54-1211771	Mississippi Utility Supply Co (MUSCO)	54-1211771
CFP	54-1211771	Moore Industrial Supply	54-1211771
City Lights Design Showroom	54-1211771	Old Dominion Supply	54-1211771
Cline Contract Sales	54-1211771	PL Sourcing	54-1211771
Custom Lighting & Hardware	54-1211771	Plumb Source	54-1211771
Davies Water	54-1211771	Plumbers Supply Company of St Louis	54-1211771
Dealernet	54-1211771	Plumbing Decor	54-1211771
Duhig Stainless	54-1211771	Pollardwater	54-1211771
Equarlus Waterworks, Meter & Automation Group	54-1211771	Powell Pipe & Supply Co	54-1211771
Factory Direct Appliance	54-1211771	Power Process Equipment	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Professional's Bath Source	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	PV Sullivan Supply	54-1211771
Ferguson Direct	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson Enterprises of Virginia, LLC	54-1211771	Redlon & Johnson	54-1211771
Ferguson Facilities Supply	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Rencor Controls	54-1211771
Ferguson Heating & Cooling	54-1211771	Renwes Sales	54-1211771
Ferguson Hospitality Sales	54-1211771	Robertson Supply	54-1211771
Ferguson HVAC	54-1211771	Rybak Engineering	54-1211771
Ferguson HVAC - Lyon Conklin	54-1211771	S W Anderson	54-1211771
Ferguson HVAC- Air Cold	54-1211771	SG Supply Co	54-1211771
Ferguson HVAC- EastWest Air	54-1211771	SOS Sales	54-1211771
Ferguson Industrial	54-1211771	Sunstate Meter & Supply	54-1211771
Ferguson Integrated Services	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson International	54-1211771	The Ar-Jay Center	54-1211771
Ferguson Parts & Packaging	54-1211771	The Kitchen Showcase	54-1211771
Ferguson Valve & Automation	54-1211771	The Plumbing Source	54-1211771
Ferguson Waterworks	54-1211771	The Stock Market	54-1211771
Ferguson Waterworks EPPCO	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Waterworks International	54-1211771	Triton Environmental	54-1211771
Ferguson Waterworks Municipal Pipe	54-1211771	Uncle Sam Piping Solutions	54-1211771
Ferguson Waterworks - Red Head	54-1211771	Wallwork	54-1211771
Ferguson.com	54-1211771	Waterworks Industries	54-1211771
Founders Kitchen and Bath	54-1211771	Webb Distributors	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771	Western Air Supply	54-1211771
Grand Junction Pipe	54-1211771	Westfield Lighting	54-1211771
Guarino Distributing	54-1211771	Wolseley Financial Services	54-1211771
Henry Kitchen and Bath	54-1211771	Wolseley Industrial Group	54-1211771
Hot Water Products	54-1211771	WPCC Forwarding	54-1211771
Industrial Hub of the Carolinas	54-1211771	Wright Plumbing Supply	54-1211771
Inovative Soil Solutions	54-1211771		

\*\*\*Last updated 01 06 23\*\*\*



**BOA - Atlanta - 100286**

FERG# (Main branch number)  
PO Box 100286  
Atlanta, GA 30384-0286

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
  
FERG# (Main Branch Number)  
Lockbox # 100286  
6000 Feldwood Road  
College Park, GA 30349

**BOA - Boston - 417592**

FERG# (Main branch number)  
PO Box 417592  
Boston, MA 02241-7592

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FERG# (Main Branch Number) LB#  
417592  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125

**BOA- Dallas - 847411**

FERG# (Main branch number)  
PO Box 847411  
Dallas, TX 75284-7411

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FERG# (Main branch number)  
Lockbox # 847411  
1950 N Stemmons Frwy. Ste. 5010  
Dallas, TX 75207

**BOA - Los Angeles-740827**

FERG# (Main branch number)  
PO BOX 740827  
Los Angeles, CA 90074-0827

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FERG# (Main branch number)  
Lockbox # 740827  
2706 Media Center Drive  
Los Angeles, CA 90065

**PNC - Chicago - 802817 Midwest**

FERG# (Main branch number)  
PO Box 802817  
Chicago, IL 60680-2817

**OVERNIGHT - PKGS**

PNC Bank Lockbox Services  
FERG# (Main branch number)  
Lockbox 802817  
350 East Devon Avenue  
Itasca, IL 60143

**PNC - Pittsburgh - 644054**

FERG# (Main branch number)  
PO Box 644054  
Pittsburgh, PA 15264-4054

**Overnight Address**

PNC Bank Lockbox Services  
FERG# (Main branch number) LB# 644054  
Firstside Center  
500 First Avenue  
Pittsburgh, PA 15219





12500 Jefferson Ave  
Newport News, VA 23602  
757-874-7795

[www.ferguson.com](http://www.ferguson.com)

---

To Whom it May Concern:

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for Income tax purposes requires the corporate income tax form the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSHI). As a result of this change all federal documents, like W-9's and 1099s etc., are required to follow this rule and therefore, will show the parent company. At the time of the entity conversion Wolseley Investments Inc. (WII) was Fergusons parent company. Because of this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings, Inc. for consistency when providing W-9's to vendors. Effective May 2019, we changed the name of WII to Ferguson US Holdings, Inc.

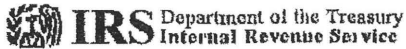
Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that allows Ferguson as the company on line 1 will the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of 54-1211771. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBA's on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at [ask.tax@ferguson.com](mailto:ask.tax@ferguson.com).

Regards,

A handwritten signature in blue ink that reads 'Jennier Pabon'.

Jennier Pabon  
Indirect Tax Manager  
Ferguson Enterprises LLC



OGDEN UT 84201-0046

In reply refer to: 0423488685  
June 06, 2019 LTR 3064C 0 R  
54-1211771 000000 00  
00021942  
BODC: LM

FERGUSON ENTERPRISES LLC  
12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314

026530

Taxpayer identification number: 54-1211771  
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at [www.irs.gov/formspubs](http://www.irs.gov/formspubs) or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685  
June 06, 2019 LTR 3064C O R  
54-1211771 000000 00  
00021943

FERGUSON ENTERPRISES LLC  
12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314

Sincerely yours,



Joe I. Jacquez  
Entity Department Manager

Enclosures:  
Copy of this letter

**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the utmost importance with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the mutually agreed upon Schedule. Owner may cancel the affected part of this Order or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance. Acceptance shall be deemed to occur within five (5) days after delivery unless Owner notifies Supplier of any defects or discrepancies.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new and shall be free from defects. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. With respect to the underlying products, OWNER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SUPPLIER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SUPPLIER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED. The warranty provided herein shall survive the completion or termination of this Order.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, LT Westview LLC, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of each Party.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have. Notwithstanding anything herein to the contrary, Owner shall not be entitled to terminate without cause with respect to any special order or specially fabricated materials unless Supplier can terminate its order with its vendors and in such event Owner shall be required to pay to Supplier any actual costs incurred by Supplier in connection with such termination, including but not limited to termination, cancellation or restocking fees.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.



# CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Westview South Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8018974965C-4, affirms that the tangible personal property purchased pursuant to a Purchase Order from Ferguson Enterprises LLC dba Ferguson Waterworks will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Authorizing Addendum – Westview Pod B Spine Road*, dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022 with Jr. Davis Construction Company Inc. for the construction of public infrastructure associated with the Westview South Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A- 1.094, *Florida Administrative Code*:

***You must initial each of the following requirements.***

- jk 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- jk 2. The vendor's invoice will be issued directly to Governmental Entity.
- jk 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- jk 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- jk 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*, Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

Josh Kalin  
Signature of Authorized Representative  
JOSEPH KALIN  
Purchaser's Name (Print or Type)

Ghair  
Title  
9/13/2023  
Date

Federal Employer Identification Number: \_\_\_\_\_  
Telephone Number: 321.436.8164

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 01/18

85-8018974965C-4	01/21/2023	01/31/2028	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WESTVIEW SOUTH COMMUNITY DEVELOPMENT  
DISTRICT  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# **WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION**

### **ITEMS I**



## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Greg Knotts

ADDRESS: PO Box 157, Astatula, FL 34705

TELEPHONE NUMBER: Office - 352-742-2333 – Fax – 352-742-0799

2. Manufacturer or brand, model or specification number of the item.

**See attached quote: dated 8/31/2023 QF66556**

3. Quantity needed as estimated by CONTRACTOR. **See attached**

4. The price quoted by the supplier for the construction materials identified above.

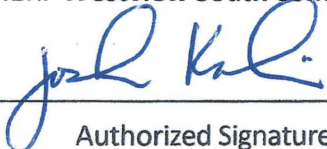
**\$ 735,645.00**

5. The sales tax associated with the price quote. **\$ 44,213.70 (6% State, \$75 County Surtax)**

6. Shipping and handling insurance cost. **Included**

7. Delivery dates as established by Contractor. **See attached**

OWNER: **Westview South Community Development District**

 *Chair* 9/7/2023

Authorized Signature (Title)

Date

CONTRACTOR: **Jr Davis Construction Company, Inc.**

**Marc A Goodman** Digitally signed by Marc A Goodman  
Date: 2023.08.31 17:01:50 -04'00'

Authorized Signature (Title)

Date

**Attachment: Purchase Order and Schedule of Items**

**PURCHASE ORDER**  
**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Westview South Community Development District	Seller:	Mack Concrete Industries, Inc.
Address:	c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431	Address:	PO Box 157 Astatula, FL 34705
Phone:	(561) 571-0010	Phone:	352-742-2333

"Project"			
Project Name:	Westview South Project	Contract Date:	August 11, 2023, as assigned _____, 2023
Project Address:	Osceola/Polk County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**. The duration of this purchase order shall coincide with the Purchaser's final completion date of its agreement with its contracting party (general contractor or owner as the case may be) for the project.

**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$ 735,645.00

**Certificate of Exemption #** 85-8018974965C-4

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

Owner

By: Josh Kalin

Name: Josh Kalin

Title: Chair

Date Executed: 9/7/2023

**Mack Concrete Industries, Inc.**

Seller

By: Greg Knotts

Name: Greg Knotts

Title: agent

Date Executed: 9-1-23

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions



**P.O. Box 157, ASTATULA, FLORIDA 34705**

**PH: 352-742-2333 / FAX: 352-742-0799**

**WEB SITE: [HTTP://WWW.MACKCONCRETE.COM](http://www.mackconcrete.com)**

## Exhibit A

Precast Manholes  
Wet Wells and Dry Wells  
Box Culverts

Customer: **Westview South Community Development District**

***C/O Wrathell, Hunt and Associates, LLC.***

2300 Glades Rd., Ste.410W

Boca Raton, Fl. 33431

Ref. Proj: WESTVIEW POD B WATERMARK BLVD

Location: Poinciana, Osceola Co.

Engineer: Waldrop

Precast Municipal Inlets  
D.O.T. Precast Structures  
Specialty Precast Items

Date: 8/31/2023

Quote #: QF66556 REV. 5

Bid Date: 9/30/2022

***The Following Items Are Proposed To Be Furnished***

Estimated Quantity	Item	Item	Unit Price	Totals
2	5' Ø SAN. MANHOLE, (8" WALL), XYPEX ADMIX, EVERGRIP, USF 663ABMK R/C , BOOTS (17,18)	16/18'	\$10,398	\$20,796
1	5' Ø SAN. MANHOLE, (8" WALL), XYPEX ADMIX, EVERGRIP, USF 663ABMK R/C, LINER, BOOTS (16)	14/16'	\$18,795	\$18,795
3	5' Ø SAN. MANHOLE, (8" WALL), XYPEX ADMIX, EVERGRIP, USF 663ABMK R/C, LINER, BOOTS (6,8,15)	16/18'	\$25,627	\$76,881
1	8' Ø WETWELL, XYPEX ADMIX, SEALANT, (HBO), LINER, BOOT		\$60,647	\$60,647
13	ROLLS 9" WRAPID SEAL		\$875	\$11,375
19	TYPE P MANHOLE, USF 170E R/C (D-13,25,30,47,55,67,76,80,86,87,89,94,146, W-74AA, 2A100B, 2A100C, 2B110C, 5A100A, 5A100B)		\$2,453	\$46,607
9	TYPE J MANHOLE, USF 170E R/C (D-52A,74,77,137,2A100D,2A110B,2A110C,2B100A,4A110-C)		\$4,828	\$43,452
12	TYPE P-2 CURB INLET, USF 1182E R/C (D-8,9,16,17,18,22,44,48,84,95,161,162)		\$1,758	\$21,096
4	TYPE J-2 CURB INLET, USF 1182E R/C (D-14,24,45,49)		\$4,285	\$17,140
16	TYPE 2 CURB INLET TOP		\$2,650	\$42,400
19	TYPE P-3 CURB INLET, USF 1182E R/C (D-1,2,28,29,38,39,41,42,81,82,88,90,115,128, 129,134,135,141,142)		\$1,758	\$33,402
19	TYPE 3 CURB INLET TOP		\$1,725	\$32,775
22	TYPE P-4 CURB INLET, USF 1182E R/C (D-3,6,7,20,26,31,32,33,34,35,36,56,59,62,64,68, 69,73,113,138,139,143)		\$1,758	\$38,676
6	TYPE J-4 CURB INLET, USF 1182E R/C (D-4,46,52,60,63,65)		\$5,403	\$32,418
28	TYPE 4 CURB INLET TOP		\$1,900	\$53,200
5	TYPE P-5 CURB INLET, USF 5160-6310 F/G (D-25A,52B,85,114,140)		\$2,302	\$11,510
5	TYPE 5 CURB INLET TOP		\$1,275	\$6,375
2	TYPE P-6 CURB INLET, USF 5160-6310 F/G (D-57,155)		\$2,179	\$4,358
1	TYPE J-6 CURB INLET, USF 5160-6310 F/G (D-53)		\$5,338	\$5,338
3	TYPE 6 CURB INLET TOP		\$1,700	\$5,100
4	36" SINGLE HEADWALL (INDEX 430-030)		\$2,859	\$11,436
			Total	\$593,777

The above prices are F.O.B. jobsite location. The materials are to be unloaded and installed by the purchaser. Should field problems arise to materials covered by this contract, the Purchaser agrees to notify the Seller prior to performing corrective work. Sales tax not included.

Prices are based on truck load shipments. Unanticipated supplemental shipments may result in additional freight and handling charges. Demurrage charges may be charged to the purchaser. Prices are firm for thirty (30) days.

Prices are contingent upon approval of our design and specifications.

Company:

Accepted By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Purchaser Job No.:

Project Taxable: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Tax Exempt No: \_\_\_\_\_

Very Truly Yours,

**GREG KNOTTS**

[gknotts@mackconcrete.com](mailto:gknotts@mackconcrete.com)

Mack Concrete Industries Inc.

Cell #: 352-406-0870



Cell #: 352-406-0870



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Mack Industries, Inc dba Mack Concrete Industries, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

23902 County Road 561

6 City, state, and ZIP code

Astatula, FL 34705

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

or

Employer identification number

3 4 - 0 9 3 4 8 4 2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, Yadda Property Holdings I LLC, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.



# CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Westview South Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8018974965C-4, affirms that the tangible personal property purchased pursuant to a Purchase Order from Mack Concrete Industries (Vendor) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain Contractor Agreement, dated August 11, 2023 with Jr Davis Construction Company, Inc. (Contractor) for the construction of public infrastructure associated with the Westview South Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

*You must initial each of the following requirements.*

- jk 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- jk 2. The vendor's invoice will be issued directly to Governmental Entity.
- jk 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- jk 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- jk 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*, Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

Signature of Authorized Representative

Title

Josh Kalin

Chair

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: (321) 436-8164

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.





## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 01/18

85-8018974965C-4	01/21/2023	01/31/2028	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WESTVIEW SOUTH COMMUNITY DEVELOPMENT  
DISTRICT  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS J**

This instrument was prepared by:

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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**AMENDED AND RESTATED<sup>1</sup>**  
**AGREEMENT REGARDING TRUE-UP BY AND BETWEEN THE WESTVIEW SOUTH COMMUNITY**  
**DEVELOPMENT DISTRICT AND THE ASSESSMENT AREA TWO LANDOWNER**

**THIS TRUE-UP AGREEMENT (“Agreement”)** is made and entered into, by and between:

**Westview South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is District’s Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**Avatar Properties Inc.**, a Florida corporation, the owner of the lands within the Property, as such term is defined herein, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 (together with its successors and assigns, “**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, including roadways, stormwater management, utilities (water & wastewater), offsite improvements, landscaping/hardscaping/irrigation, conservation, underground conduit, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Landowner is currently the owner of the lands known as “Assessment Area Two” (“**Property**”) and within the District, as described in **Exhibit A** attached hereto; and

**WHEREAS**, for the benefit of the Property, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “Assessment Area Two Project” (“**Project**”) and as defined in the *First Supplemental Engineer’s Report (2023 Projects)*, dated May 31, 2023 (“**Engineer’s Report**”); and

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<sup>1</sup> This Amended and Restated Agreement Regarding True-Up by and Between the Westview South Community Development District and the Assessment Area Two Landowner, as recorded in Book 6448, Pages 704 – 715, of the Official Records of Osceola County, Florida, is being amended and restated to correct the legal description.

**WHEREAS**, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of its \$8,740,000.00 Special Assessment Bonds, Series 2023 (Assessment Area Two) ("**Bonds**"); and

**WHEREAS**, pursuant to Resolution Nos. 2023-32, 2023-35, 2023-36 and 2023-39 (together, "**Assessment Resolutions**"), the District has taken certain steps necessary to impose debt service special assessment lien(s) ("**Debt Assessments**") on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the Bonds; and

**WHEREAS**, as part of the Assessment Resolutions, the District adopted the *Amended and Restated Master Special Assessment Methodology Report*, dated April 12, 2023, as supplemented by the *Final First Supplemental Special Assessment Methodology Report*, dated July 11, 2023 (together, "**Assessment Report**"), which are on file with the District and expressly incorporated herein by this reference; and

**WHEREAS**, Landowner agrees that the Property benefits from the timely design, construction, or acquisition of the Project; and

**WHEREAS**, Landowner agrees that the Debt Assessments, which were imposed on the Property, have been validly imposed and constitute valid, legal, and binding liens upon the Property; and

**WHEREAS**, the Assessment Resolutions together with the Assessment Report provide that as the Property is platted, the allocation of the amounts assessed to and constituting a lien upon the Property would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the Property, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends to plat and develop the Property based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

**WHEREAS**, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a "true-up" mechanism by which the Landowner shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as a result of actual platting.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF ASSESSMENTS.** Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Debt Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other state

liens, titles, and claims. Landowner waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Debt Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Debt Assessments. Landowner further agrees that to the extent Landowner fails to timely pay all Debt Assessments collected by mailed notice of the District, said unpaid Debt Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

3. **WAIVER OF PREPAYMENT RIGHT.** Landowner waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Debt Assessments without interest within thirty (30) days of completion of the improvements.

4. **SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS.** The Assessment Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property – specifically, 439 residential dwelling units with 516 ERUs. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, “**Proposed Plat**”) shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District’s assessment liens and/or this Agreement. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Debt Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Debt Assessments to be recorded in the District’s Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Debt Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of Debt Assessments for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Debt Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall, subject to the provisions below, require the Landowner(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands (as applicable) to pay a “**True-Up Payment**” equal to the shortfall in Debt Assessments resulting from the reduction of planned units plus any applicable interest and/or collection fees. In considering whether to require a True-Up Payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a Landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District’s decision whether to grant a deferral shall be in its reasonable discretion, and such decision may require that the Landowner provide additional information. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Debt Assessments to pay debt service on the Bonds and the District will conduct new proceedings under Chapter 170, *Florida Statutes* upon the advice of District Counsel. Any True-Up Payment shall become immediately due and payable prior to platting by the Landowner of the lands subject to the Proposed Plat, shall be separate from and not in lieu of the regular assessment installment

payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the Bonds)).

All Debt Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Debt Assessments shall become immediately due and payable. This true-up process applies for both plats and/or re-plats.

5. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Landowner's obligations to pay the portion of the Debt Assessments which constitutes the True-Up Payment and to abide by the requirements of the reallocation of Debt Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

6. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Landowner and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Landowner shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement, but only to the extent this Agreement applies to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder is automatically and forever released from the terms and conditions of this Agreement.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner, but only after satisfaction of the conditions set forth in Section 12.

9. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have

complied with all the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

10. **NOTICE.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

11. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

12. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

13. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

14. **PUBLIC RECORDS.** The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]



WHEREFORE, the parties below execute the Agreement to be effective as of July 28, 2023, the date of the closing on the Bonds.

WITNESS

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

By: Kelley Mims  
Name: Kelley Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: Josh Kalin  
Name: Josh Kalin  
Its: Chairman

By: Stephanie James  
Name: Stephanie James  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

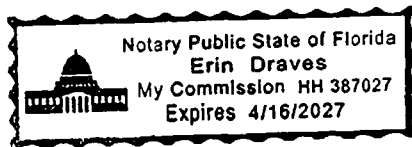
STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of January, 2025, by Josh Kalin, as Chairman of WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Erin Draves  
NOTARY PUBLIC, STATE OF Florida.

(NOTARY SEAL)

Name: Erin Draves  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)



[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

WITNESS

AVATAR PROPERTIES INC.

By: [Signature]  
Name: Kelley Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

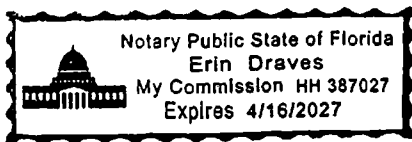
By: [Signature]  
Josh Kalin, Authorized Agent

By: [Signature]  
Name: Stephanie James  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of January, 2025, by Josh Kalin, as Authorized Agent of **AVATAR PROPERTIES INC.**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
NOTARY PUBLIC, STATE OF Florida

Name: Erin Draves  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A:** Legal Description of Property

## EXHIBIT A

# Description Sketch

(Not A Survey)

## WESTVIEW - NEIGHBORHOOD III

A parcel of land lying in Sections 9 and 10, Township 27 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Section 9, Township 27 South, Range 28 East; thence run S 89°53'57" E along the South line of said Section 10, a distance of 308.35 feet to the POINT OF BEGINNING; thence departing said South line run N 32°53'57" W, a distance of 445.53 feet; thence northerly, 969.38 feet along the arc of a tangent curve to the right having a radius of 1075.00 feet and a central angle of 51°39'58" (chord bearing N 07°03'58" W, 936.86 feet); thence N 18°46'01" E, a distance of 295.53 feet; thence northerly, 522.62 feet along the arc of a tangent curve to the left having a radius of 600.00 feet and a central angle of 49°54'23" (chord bearing N 06°11'10" W, 506.25 feet); thence N 31°08'21" W, a distance of 285.65 feet; thence northerly, 524.04 feet along the arc of a tangent curve to the right having a radius of 950.00 feet and a central angle of 31°36'21" (chord bearing N 15°20'11" W, 517.43 feet); thence N 00°28'00" E, a distance of 592.40 feet; thence northerly, 143.38 feet along the arc of a tangent curve to the left having a radius of 1050.00 feet and a central angle of 07°49'26" (chord bearing N 03°26'43" W, 143.27 feet); thence northeasterly, 52.36 feet along the arc of a non-tangent curve to the left having a radius of 100.00 feet and a central angle of 30°00'06" (chord bearing N 37°30'55" E, 51.77 feet); thence N 82°30'52" E, a distance of 58.78 feet; thence easterly, 258.21 feet along the arc of a tangent curve to the left having a radius of 1050.00 feet and a central angle of 14°05'23" (chord bearing N 75°28'10" E, 257.56 feet); thence N 68°25'29" E, a distance of 354.61 feet; thence easterly, 203.51 feet along the arc of a tangent curve to the right having a radius of 950.00 feet and a central angle of 12°16'27" (chord bearing N 74°33'43" E, 203.13 feet); thence N 80°41'56" E, a distance of 551.87 feet; thence N 80°41'56" E, a distance of 257.75 feet to the Westerly Right-of-way line of Poinciana Parkway; thence S 09°18'09" E, a distance of 758.09 feet; thence S 12°52'43" E, a distance of 802.37 feet; thence S 09°17'26" E, a distance of 246.53 feet; thence southerly, 587.45 feet along the arc of a non-tangent curve to the left having a radius of 5131.08 feet and a central angle of 06°33'35" (chord bearing S 11°48'19" E, 587.13 feet); thence S 15°12'39" E, a distance of 438.78 feet; thence southerly, 874.08 feet along the arc of a tangent curve to the right having a radius of 3275.00 feet and a central angle of 15°17'31" (chord bearing S 07°33'53" E, 871.49 feet); thence S 00°04'52" W, a distance of 361.94 feet to the said South line of Section 10; thence departing said Westerly Right-of-way line of Poinciana Parkway, run N 89°53'57" W, a distance of 1749.23 feet to the POINT OF BEGINNING.

Containing 164.614± acres, more or less.


## NOTES:

1) The bearings shown hereon are based on the South line of Section 10, Township 27 South, Range 28 East, having a Grid bearing of S 89°53'57" E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 2 FOR SKETCH

SEE SHEET 3 FOR LINE & CURVE TABLES

PROJECT: DESCRIPTION SKETCH			Prepared For: TAYLOR MORRISON, INC.																									
PHASE: WESTVIEW - NEIGHBORHOOD III			(Not A Survey)																									
DRAWN: MRC   DATE: 05/26/22   CHECKED BY: JDF																												
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<b>Judd D. French</b> FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>LS7095</b>			555 Winderly Pl, Suite 120 Maitland, Florida 32751 Phone: (321) 270-0440 Licensed Business No.: LB 7768  <b>GeoPoint</b> Surveying, Inc.																									
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**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS K**

This instrument was prepared by:

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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**RELEASE OF AGREEMENT REGARDING TRUE-UP BY AND BETWEEN THE WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT AND THE ASSESSMENT AREA TWO LANDOWNER**

***This Release of Agreement Regarding True-Up by and between the Westview South Community Development District and the Assessment Area Two Landowner ("Release")***, is made and entered into, by and between:

**Westview South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**Avatar Properties Inc.**, a Florida corporation, the owner of the lands within the Property, as such term is defined herein, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 (together with its successors and assigns, "**Landowner**").

**WITNESSETH:**

**WHEREAS**, District and Landowner are parties to that certain *Agreement Regarding True-Up by and Between the Westview South Community Development District and the Assessment Area Two Landowner*, as recorded in Book 6448, Pages 704 – 715, of the Official Records of Osceola County, Florida ("**True-Up Agreement**"); and

**WHEREAS**, Landowner has requested that the District release the property currently subject to the terms of the True-Up Agreement, which property is more particularly described in **Exhibit A** attached hereto and incorporated by reference herein ("**Released Property**"); and

**WHEREAS**, the District now desires to release the Released Property from the scope and effect of the True-Up Agreement in accordance with and pursuant to the terms set forth herein this Release; and

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. RECITALS; DEFINED TERMS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Release. Capitalized terms for which no definition is provided herein shall have the meaning ascribed to them in the True-Up Agreement or other applicable document governing the District's Series 2023 Bonds and containing such definition.

**2. RELEASE OF PROPERTY SUBJECT TO TRUE-UP AGREEMENT.** The Released Property, which property is described in **Exhibit A** attached hereto and incorporated by reference herein, is hereby

released and discharged from the operation and effect of the True-Up Agreement, and, to the extent applicable, as of the effective date of this Release, such Released Property shall no longer be subject to the terms and provisions of such True-Up Agreement.

*[Signature Pages Follow]*

WHEREFORE, the parties below execute the Agreement to be effective as of the 16<sup>th</sup> day of January, 2025.

WITNESS

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

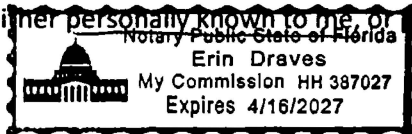
By: Kelley Mims  
Name: Kelley Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: Josh Kalin  
Its: Chairman

By: Stephanie James  
Name: Stephanie James  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of January, 2025, by Josh Kalin, as Chairman of **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

Erin Draves  
NOTARY PUBLIC, STATE OF Florida

Name: Erin Draves  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

WITNESS

AVATAR PROPERTIES INC.

By: Kelley Mims  
Name: Kelley Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

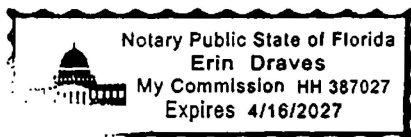
By: Josh Kalin  
Josh Kalin, Authorized Agent

By: Stephanie James  
Name: Stephanie James  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of January, 2025, by Josh Kalin, as Authorized Agent of **AVATAR PROPERTIES INC.**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Erin Draves  
NOTARY PUBLIC, STATE OF Florida

Name: Erin Draves  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description of Released Property



**EXHIBIT A**  
**Legal Description of Released Property**

**ASSESSMENT AREA 1**

**DESCRIPTION:** A parcel of land lying in Sections 15 and 16, Township 27 South, Range 28 East, Polk County, Florida, and lying in Sections 3, 4, 9 and 10, Township 27 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Section 9, Township 27 South, Range 28 East, thence run S 00°13'37" W, a distance of 803.64 feet to a point on the Northerly Right-of-way line of Cypress Parkway, said point also being the POINT OF BEGINNING; thence run along said Northerly Right-of-way line the following three (3) courses: 1) S 52°28'47" W, a distance of 680.63 feet; 2) Westerly, 2154.51 feet along the arc of a tangent curve to the right having a radius of 2350.00 feet and a central angle of 52°31'47" (chord bearing S 78°44'41" W, 2079.85 feet); 3) N 74°59'27" W, a distance of 1799.99 feet; thence departing said Northerly Right-of-way line, run N 54°07'08" E, a distance of 1647.94 feet; thence northerly, 908.94 feet along the arc of a non-tangent curve to the right having a radius of 2773.10 feet and a central angle of 18°46'47" (chord bearing N 09°22'02" E, 904.88 feet); thence N 18°45'17" E, a distance of 2360.79 feet; thence northerly, 983.39 feet along the arc of a tangent curve to the left having a radius of 1100.00 feet and a central angle of 51°13'19" (chord bearing N 06°51'23" W, 950.97 feet); thence N 32°28'02" W, a distance of 557.54 feet; thence northwesterly, 260.60 feet along the arc of a tangent curve to the left having a radius of 1357.39 feet and a central angle of 11°00'00" (chord bearing N 37°58'02" W, 260.20 feet); thence N 43°28'02" W, a distance of 1020.81 feet; thence northerly, 2823.34 feet along the arc of a tangent curve to the right having a radius of 1984.85 feet and a central angle of 81°30'00" (chord bearing N 02°43'02" W, 2591.26 feet); thence N 38°01'58" E, a distance of 1675.56 feet; thence northeasterly, 618.51 feet along the arc of a tangent curve to the left having a radius of 1225.00 feet and a central angle of 28°55'44" (chord bearing N 23°34'06" E, 611.96 feet); thence S 66°08'13" E, a distance of 124.48 feet; thence S 25°39'19" E, a distance of 112.35 feet; thence S 42°09'48" E, a distance of 76.89 feet; thence S 36°43'48" E, a distance of 100.45 feet; thence S 71°21'45" E, a distance of 96.10 feet; thence S 59°16'20" E, a distance of 71.06 feet; thence N 62°16'50" E, a distance of 65.74 feet; thence N 80°39'24" E, a distance of 107.35 feet; thence N 80°00'58" E, a distance of 76.10 feet; thence N 79°51'39" E, a distance of 82.23 feet; thence N 45°45'03" E, a distance of 92.01 feet; thence N 38°43'50" E, a distance of 51.29 feet; thence N 23°08'19" E, a distance of 93.05 feet; thence N 55°40'09" E, a distance of 100.25 feet; thence N 61°45'23" E, a distance of 96.73 feet; thence N 83°33'19" E, a distance of 68.31 feet; thence S 87°56'12" E, a distance of 49.71 feet; thence S 12°43'22" E, a distance of 35.36 feet; thence S 72°46'38" E, a distance of 11.83 feet; thence N 80°29'24" E, a distance of 69.80 feet; thence N 64°15'22" E, a distance of 71.29 feet; thence N 56°59'59" E, a distance of 95.34 feet; thence S 72°53'10" E, a distance of 127.92 feet; thence S 53°19'39" E, a distance of 168.34 feet; thence S 45°35'16" E, a distance of 112.50 feet; thence S 32°20'29" E, a distance of 41.32 feet; thence S 49°17'50" E, a distance of 116.06 feet; thence S 41°57'42" E, a distance of 131.56 feet; thence S 38°51'15" E, a distance of 84.20 feet; thence S 68°54'58" E, a distance of 357.66 feet; thence S 68°41'34" E, a distance of 295.11 feet; thence S 58°13'20" E, a distance of 131.09 feet; thence S 22°51'35" W, a distance of 119.06 feet; thence S 14°45'39" E, a distance of 71.44 feet; thence S 42°09'58" W, a distance of 47.15 feet; thence S 26°29'37" E, a distance of 89.70 feet; thence S 22°51'36" W, a distance of 136.51 feet; thence S 52°17'01" W, a distance of 85.35 feet; thence S 27°27'32" W, a distance of 109.08 feet; thence S 18°48'25" W, a distance of 74.97 feet; thence S 13°57'58" W, a distance of 102.48 feet; thence S 19°27'40" W, a distance of 98.37 feet; thence S 15°04'57" W, a distance of 100.78 feet; thence S 22°01'26" W, a distance of

89.07 feet; thence S 31°29'14" W, a distance of 46.51 feet; thence S06°04'34"E, a distance of 46.82 feet; thence S 24°00'46" E, a distance of 66.48 feet; thence S 01°20'20" E, a distance of 152.95 feet; thence S 57°16'21" W, a distance of 13.86 feet; thence S 27°40'45" E, a distance of 65.58 feet; thence S15°41'10"W, a distance of 120.34 feet; thence S 73°37'31" W, a distance of 26.61 feet; thence S 05°46'35" E, a distance of 33.45 feet; thence S 35°22'40" E, a distance of 47.63 feet; thence S 06°19'23" E, a distance of 76.45 feet; thence S05°36'20"W, a distance of 70.86 feet; thence S 20°16'11" W, a distance of 62.91 feet; thence S 09°19'52" W, a distance of 52.28 feet; thence S 01°18'22" W, a distance of 40.21 feet; thence S 20°53'06" E, a distance of 59.34 feet; thence S00°00'00"E, a distance of 30.29 feet; thence N 90°00'00" E, a distance of 22.86 feet; thence S 00°00'00" E, a distance of 221.06 feet; thence N 90°00'00" E, a distance of 100.00 feet; thence S 30°29'37" E, a distance of 1.73 feet; thence southeasterly, 7.56 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 17°18'57" (chord bearing S 39°09'05" E, 7.53 feet); thence S 47°48'34" E, a distance of 17.20 feet; thence southeasterly, 5.75 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 13°11'00" (chord bearing S54°24'04" E, 5.74 feet); thence S 60°59'34" E, a distance of 12.51 feet; thence S 55°53'54" E, a distance of 14.14 feet; thence S 58°17'52" E, a distance of 18.28 feet; thence easterly, 8.10 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 18°33'58" (chord bearing S 67°34'51" E, 8.07 feet); thence S76°51'50" E, a distance of 15.32 feet; thence S 85°47'17" E, a distance of 18.48 feet; thence S 89°25'09" E, a distance of 15.87 feet; thence easterly, 2.32 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 05°19'27" (chord bearing N 87°55'07" E, 2.32 feet); thence S 34°20'01" E, a distance of 92.87 feet; thence S 72°57'40" E, a distance of 47.47 feet; thence southerly, 19.68 feet along the arc of a non-tangent curve to the left having a radius of 50.00 feet and a central angle of 22°33'26" (chord bearing S 05°45'37" W, 19.56 feet); thence S05°31'05" E, a distance of 57.39 feet; thence southeasterly, 32.46 feet along the arc of a tangent curve to the left having a radius of 50.00 feet and a central angle of 37°12'06" (chord bearing S 24°07'08" E, 31.90 feet); thence S42°43'11" E, a distance of 57.91 feet; thence easterly, 76.75 feet along the arc of a tangent curve to the left having a radius of 50.00 feet and a central angle of 87°56'42" (chord bearing S 86°41'32" E, 69.43 feet); thence easterly, 145.52 feet along the arc of a reverse curve to the right having a radius of 200.00 feet and a central angle of 41°41'23" (chord bearing N70°10'48"E, 142.34 feet); thence S 88°58'31" E, a distance of 131.62 feet; thence southeasterly, 92.85 feet along the arc of a tangent curve to the right having a radius of 60.00 feet and a central angle of 88°40'09" (chord bearing S 44°38'26" E, 83.86 feet); thence S 00°18'22" E, a distance of 1635.36 feet; thence southeasterly, 93.92 feet along the arc of a tangent curve to the left having a radius of 60.00 feet and a central angle of 89°41'21" (chord bearing S 45°09'02" E, 84.62 feet); thence S89°52'13" E, a distance of 199.84 feet; to a point on the Westerly Right-of-way line of Poinciana Parkway; thence run along said Westerly Right-of-way line the following nine (9) courses: 1) S 00°00'19" W, a distance of 18.52 feet; 2) S09°18'09" E, a distance of 890.71 feet; 3) S 09°18'09" E, a distance of 727.36 feet; 4) S 12°52'43" E, a distance of 802.37 feet; 5) S 09°17'26" E, a distance of 246.53 feet; 6) Southerly, 587.45 feet along the arc of a non-tangent curve to the left having a radius of 5131.08 feet and a central angle of 06°33'35" (chord bearing S 11°48'19" E, 587.13 feet); 7) S15°12'39" E, a distance of 438.78 feet; 8) Southerly, 874.08 feet along the arc of a tangent curve to the right having a radius of 3275.00 feet and a central angle of 15°17'31" (chord bearing S 07°33'53" E, 871.49 feet); 9) S 00°04'52" W, a distance of 361.94 feet a point at the intersection of said Westerly Right-of-way line of Poinciana Parkway and said Northerly Right-of-way line of Cypress Parkway; thence departing said Westerly Right-of-way line of Poinciana Parkway, run along said

Northerly Right-of-way line of Cypress Parkway the following three (3) courses: 1) N89°53'54" W, a distance of 112.69 feet; 2) Westerly, 1741.24 feet along the arc of a non-tangent curve to the left having a radius of 2650.00 feet and a central angle of 37°38'51" (chord bearing S 71°18'13" W, 1710.08 feet); 3) S 52°28'47" W, a distance of 413.82 feet to the POINT OF BEGINNING.

Containing 1015.431 acres, more or less.

#### LESS AND EXCEPT

A parcel of land lying in Sections 9 and 10, Township 27 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Section 9, Township 27 South, Range 28 East; thence run S 89°53'57" E along the South line of said Section 10, a distance of 308.35 feet to the POINT OF BEGINNING; thence departing said South line run N 32°53'57" W, a distance of 445.53 feet; thence northerly, 969.38 feet along the arc of a tangent curve to the right having a radius of 1075.00 feet and a central angle of 51°39'58" (chord bearing N 07°03'58" W, 936.86 feet); thence N 18°46'01" E, a distance of 295.53 feet; thence northerly, 522.62 feet along the arc of a tangent curve to the left having a radius of 600.00 feet and a central angle of 49°54'23" (chord bearing N 06°11'10" W, 506.25 feet); thence N 31°08'21" W, a distance of 285.65 feet; thence northerly, 524.04 feet along the arc of a tangent curve to the right having a radius of 950.00 feet and a central angle of 31°36'21" (chord bearing N 15°20'11" W, 517.43 feet); thence N 00°28'00" E, a distance of 592.40 feet; thence northerly, 143.38 feet along the arc of a tangent curve to the left having a radius of 1050.00 feet and a central angle of 07°49'26" (chord bearing N 03°26'43" W, 143.27 feet); thence northeasterly, 52.36 feet along the arc of a non-tangent curve to the left having a radius of 100.00 feet and a central angle of 30°00'06" (chord bearing N 37°30'55" E, 51.77 feet); thence N 82°30'52" E, a distance of 58.78 feet; thence easterly, 258.21 feet along the arc of a tangent curve to the left having a radius of 1050.00 feet and a central angle of 14°05'23" (chord bearing N 75°28'10" E, 257.56 feet); thence N 68°25'29" E, a distance of 354.61 feet; thence easterly, 203.51 feet along the arc of a tangent curve to the right having a radius of 950.00 feet and a central angle of 12°16'27" (chord bearing N 74°33'43" E, 203.13 feet); thence N 80°41'56" E, a distance of 551.87 feet; thence N 80°41'56" E, a distance of 257.75 feet to the Westerly Right-of-way line of Poinciana Parkway; thence S 09°18'09" E, a distance of 758.09 feet; thence S 12°52'43" E, a distance of 802.37 feet; thence S 09°17'26" E, a distance of 246.53 feet; thence southerly, 587.45 feet along the arc of a non-tangent curve to the left having a radius of 5131.08 feet and a central angle of 06°33'35" (chord bearing S 11°48'19" E, 587.13 feet); thence S 15°12'39" E, a distance of 438.78 feet; thence southerly, 874.08 feet along the arc of a tangent curve to the right having a radius of 3275.00 feet and a central angle of 15°17'31" (chord bearing S 07°33'53" E, 871.49 feet); thence S 00°04'52" W, a distance of 361.94 feet to the said South line of Section 10; thence departing said Westerly Right-of-way line of Poinciana Parkway, run N 89°53'57" W, a distance of 1749.23 feet to the POINT OF BEGINNING.

Containing 164.614 acres, more or less.

For a total of 850.817 acres, more or less

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS L**


**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**[WESTVIEW SOUTH PROJECT – CONSTRUCTION SITE WORK]**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, LT Westview, LLC ("**Assignor**") does hereby transfer, assign and convey unto Westview South Community Development District ("**District**" or "**Assignee**"), all of the rights, interests, benefits and privileges of Assignor under that certain *Authorizing Addendum – Westview Pod B Spine Road*, dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022, as assigned from Taylor Morrison of Florida, Inc. to Assignor on August 29, 2022 ("**Agreement**"), by and between Assignor and Jr. Davis Construction Company, Inc. ("**Contractor**"), providing for certain construction services related to the project known and identified as "Westview South Project" ("**Project**").

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Agreement and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in **Exhibit "A"** hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and **Exhibit "A,"** the terms and conditions of **Exhibit "A"** shall prevail. Developer represents that the contract was publicly and competitively bid, and that the pricing is fair and reasonable, and consistent with market conditions. Further, Developer agrees to indemnify and defend the District in connection with any claims arising from the procurement process and assignment of the construction contract.

Executed in multiple counterparts to be effective the 31<sup>st</sup> day of AUGUST, 2023.


**JR. DAVIS CONSTRUCTION COMPANY, INC.**

By:   
Printed Name: Asa de Armas  
Title: CFO

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

By:   
Printed Name: Josh Kalin  
Title: Chairperson

**LT WESTVIEW LLC**

By:   
Printed Name: Brian Brunkhor  
Title: Authorized Signatory

# **EXHIBIT A**

**ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")**  
**[WESTVIEW SOUTH PROJECT – CONSTRUCTION SITE WORK]**

1. **ASSIGNMENT.** This Addendum applies to that certain *Authorizing Addendum – Westview Pod B Spine Road*, dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022, as assigned from Taylor Morrison of Florida, Inc. to Assignor on August 29, 2022 ("**Contract**") between the Westview South Community Development District ("**District**") and Jr. Davis Construction Company Inc. ("**Contractor**"), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Osceola/Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor's proposal and shall be invoiced to the District. Such bond and/or security shall be for the amount equal to the contract balance and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. **INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in



the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**6. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.



- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**7. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG**

**WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.**

8. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. **NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District: Westview South Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

With a copy to: Kutak Rock LLP  
107 W. College Ave  
Tallahassee, Florida 32301  
Attn: District Counsel

10. **SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. **PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

12. **TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

13. **CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**14. CONFIDENTIALITY.** Given the District's status as a public entity, Section 20 of the Agreement does not apply to the Contract as it relates to the District and on a going forward basis.

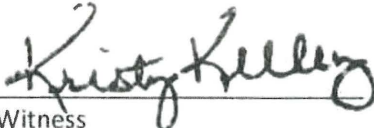
**15. THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS.** The Parties agree that LT Westview LLC shall retain the right to enforce the Contract for any claims relating to the payment of subcontractors and materialmen which were due and owing prior to the assignment of the Contract.

**16. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.


**(Signatures on Next Page)**

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.


JR. DAVIS CONSTRUCTION COMPANY INC.

  
Witness  
Kristy Kelley

Print Name of Witness

  
By: Asa de Armas  
Its: CFO

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

  
Witness  
Brian Brunhofer  
Print Name of Witness

  
By: Josh Kalin  
Its: Chairperson

**Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement

EXHIBIT A

SCRUTINIZED COMPANIES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Westview South Community Development District


by Asa de Armas CFO  
(print individual's name and title)

for Jr. Davis Construction Co., Inc.  
(print name of entity submitting sworn statement)

whose business address is

210 Hangar Road, Kissimmee, FL 34741

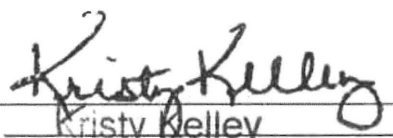
2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

  
Signature by authorized representative of Contractor

STATE OF FLORIDA       )  
COUNTY OF Florida    )

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 31<sup>st</sup> day of August, 2023, by Asa de Armas, as CFO of Jr. Davis Construction Company, Inc. S/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



  
Name: Kristy Kelley

## EXHIBIT B

### PUBLIC ENTITY CRIMES STATEMENT

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Westview South Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of CFO for Jr. Davis Construction Company, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 210 Hangar Road, Kissimmee, FL 34741

- 
4. Contractor's Federal Employer Identification Number (FEIN) is 59-2571763

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

  X   Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

           The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

       There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

       The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 31<sup>ST</sup> day of AUGUST, 2023.

Subcontractor: Jr. Davis Construction Co., Inc.

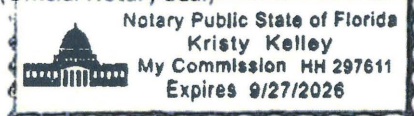
By: Asa de Armas

Title: CFO

STATE OF FLORIDA       )  
COUNTY OF Osceola )

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 31<sup>ST</sup> day of AUGUST, 2023, by ASA DE ARMAS S/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(Official Notary Seal)



Kristy Kelley  
Name: Kristy Kelley



EXHIBIT C

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
Fourteen Thousand Three Hundred Sixty-Six Dollars
3. The amount listed above has been included within the Contract Price.

Dated this 31<sup>ST</sup> day of AUGUST, 2023.

Contractor: Jr. Davis Construction Co., Inc.

By: [Signature]

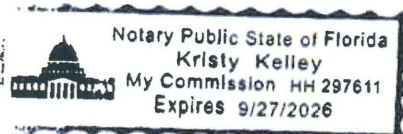
Title: Asa de Armas, CFO

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,  
this 31<sup>ST</sup> day of AUGUST, 2023, by ASA DE ARMAS S/He ☒ is  
personally known to me or ☐ produced \_\_\_\_\_ as identification.

(Official Notary Seal)

Name: Kristy Kelley



**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost	Item Total Cost
Bench & Shoring	14,366	\$ 1.00	\$ 14,366.00
Project Total			\$ 14,366.00

Dated this 31<sup>ST</sup> day of AUGUST, 2023.

Contractor: Jr. Davis Construction Co., Inc.

By:   
Title: Asa de Armas, CFO

STATE OF FLORIDA       )  
COUNTY OF Osceola   )

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,  
this 31<sup>ST</sup> day of AUGUST, 2023, by ASA DE ARMAS S/He ☒  
is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(Official Notary Seal)



  
Name: Kristy Kelley

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
[WESTVIEW SOUTH PROJECT – CONSTRUCTION SITE WORK]**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jr. Davis Construction Company Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The *Authorizing Addendum – Westview Pod B Spine Road*, between LT Westview LLC and Jr. Davis Construction Company, Inc. dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022, as assigned from Taylor Morrison of Florida, Inc. to Assignor on August 29, 2022 ("**Contractor Agreement**") has been assigned to the Westview South Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that Contractor has furnished and recorded a performance and payment bond for the outstanding balance of the Contractor Agreement in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement, if any, are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this 31<sup>ST</sup> day of AUGUST, 2023.

JR. DAVIS CONSTRUCTION COMPANY, INC.



By: Asa de Armas

Its: CFO

STATE OF FLORIDA                     )  
COUNTY OF Osceola                     )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31<sup>ST</sup> day of AUGUST, 2023, by ASA DE ARMAS, as CFO for Jr. Davis Construction Company Inc. S/He [☒] is personally known to me or [☐] produced \_\_\_\_\_ as identification.

(Official Notary Seal)



Name: Kristy Kelley

THIS PERFORMANCE AND PAYMENT BOND IS BEING RE-RECORDED TO ADD A GENERAL PURPOSE RIDER TO INCREASE THE BOND AMOUNT.

PUBLIC CONSTRUCTION PERFORMANCE BOND  
Westview South Project

CONTRACTOR:

Jr. Davis Construction Company, Inc.  
210 Hangar Road  
Kissimmee, Florida 34741  
Tel.: (407) 870-0066

SURETY:

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606  
Tel.: (312) 822-5000

CONTRACTING ENTITY / OWNER:

Westview South Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Tel.: (561) 571-0010

ADDITIONAL OBLIGEEES:

See Attached Rider

CONTRACT

Date: Authorizing Addendum – Westview Pod B Spine Road August 7, 2023  
Amount: \$31,171,751.90  
Description (Name and Location): Westview South Project Pod B Spine Road – Osceola/Polk County, Florida

BOND (“Bond”)

Bond Number: 30197702  
Date (Not earlier than Contract Date): September 1, 2023  
Amount: \$31,171,751.90

KNOW ALL MEN BY THESE PRESENTS that **Jr. Davis Construction Company Inc. (“Principal”)** and Western Surety Company (“**Surety**”), are held and firmly bound unto **Westview South Community Development District**, its successors and assigns (together, “**Obligee**”), in the penal sum of \$31,171,751.90 Dollars (\$), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written agreement with LT Westview LLC (“**Additional Obligee**”), dated March 7, 2022, assigned to Obligee on August 31, 2023, which along with any amendments, modifications, additions, changes, or alterations thereto (collectively, “**Contract**”) is incorporated herein and made a part of this Bond by reference in its entirety, and which is for the construction of the Westview South Project, as more particularly described in the Contract.

**NOW, THEREFORE**, the conditions of this obligation are as follows:

- that if the Principal shall fully and completely perform all the undertakings, covenants, terms and conditions contained in the Contract at the times and in the manner prescribed therein, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made;
- that if the Principal pays Obligee all losses, damages, expenses, costs, and attorneys’ fees, including appellate proceedings, that Obligee sustains because of a default by Principal under the Contract;
- that if the Principal performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Surety shall promptly remedy the default and complete the Contract according to all of its terms and conditions. If the Surety fails to diligently commence completion of the Contract within thirty (30) days of notice of default, the Obligee, in its sole discretion, may complete the Contract, and have the Surety reimburse the Obligee for all costs and expenses incurred by the Obligee, including but not limited to attorney's fees and costs. If the Surety completes the Contract, the selection of any completing contractor, and the form of any completion contract, shall be subject to the approval of the Obligee, and such approval shall not be unreasonably withheld.

In addition, the Surety shall indemnify and hold harmless the Obligee from any and all losses, liability and damages (including delay damages), claims, judgments, liens, and costs of every description, including but not limited to attorney's fees and costs, which the Obligee may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions and requirements of the Contract, including any and all amendments and modifications thereto, or which the Obligee may incur by making good any such failure of performance on the part of the Principal; provided that the liability of the Surety shall not exceed the liability of the Principal or the penal sum of the Bond.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, changes in scope, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

For avoidance of doubt, and without intending to limit the foregoing sentence in any way, this Bond applies to the performance of the terms and conditions under the Contract by the Principal with respect to the quality of materials, as such quality is specified by the Contract, which are made by Obligee through direct purchases pursuant to the Contract, the cost of which are deducted pursuant to change order from the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Obligee named herein, or their executors, administrators, successors or assigns.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their corporate seals to be affixed and attested by their duly authorized representatives this 15 day of September, 2023.

Attest:



Attest:

  
Kanani Cordero, Witness

JR. DAVIS CONSTRUCTION COMPANY, INC.

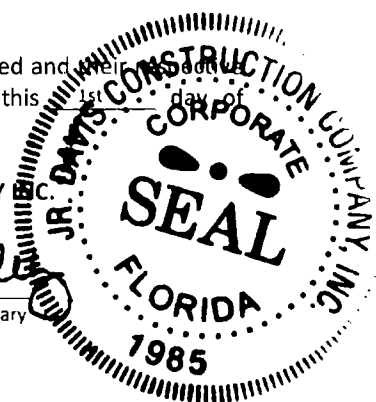
[Title]

Kristy Kelley, Secretary

Western Surety Company  
[Surety]

[Title]

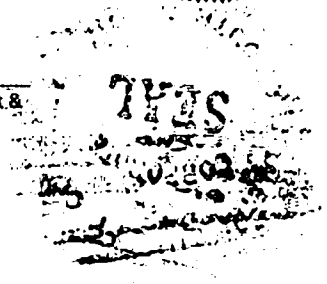
Brett A. Ragland, Attorney-in-Fact &  
FL Licensed Resident Agent



AGENT:

Johnson & Company  
801 N. Orange Avenue  
Suite 510, Orlando, FL 32801  
(407) 843-1120

**[Attach Power of Attorney]**



MULTIPLE OBLIGEE RIDER

TO BE ATTACHED TO and form part of Performance Bond Number 30197702 executed concurrently with this rider ("Bond"), it is agreed that:

Western Surety Company  
151 N. Franklin Street, Chicago, IL 60606 (insert name and address of Surety), as "Surety", and Jr. Davis Construction Company Inc., as "Principal", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of Westview South Community Development District, as primary "Obligee," in connection with the *Authorizing Addendum – Westview Pod B Spine Road*, dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022, as assigned from Taylor Morrison of Florida, Inc. to Assignor on August 29, 2022 ("Construction Agreement"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Obligee(s): LT Westview LLC ("Additional Obligees"), subject to the conditions set forth below:

1. The Surety and Principal shall not be liable under the Bond to the primary Obligee, the Additional Obligees, or any of them, unless the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments and shall perform all other material obligations to be performed under said Construction Agreement at the time and in the manner therein set forth.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligees, primary and Additional Obligees, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.

3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligees jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives on this 1st day of September, 2023.

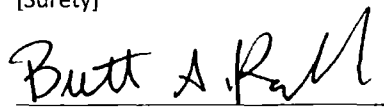


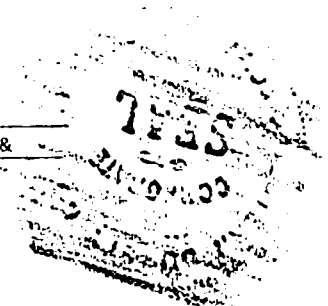
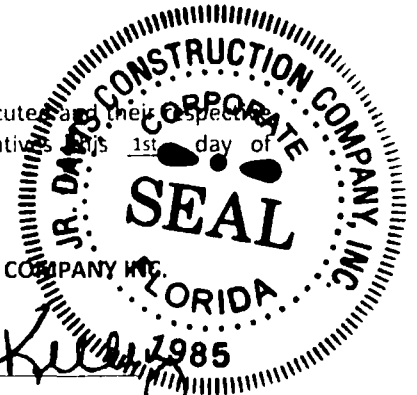
JR. DAVIS CONSTRUCTION COMPANY INC.

Title: Kristy Kelley, Secretary

Western Surety Company  
[Surety]

  
Kanani Cordero, Witness

  
Title: Brett A. Ragland, Attorney-in-Fact &  
FL Licensed Resident Agent





**PUBLIC CONSTRUCTION PAYMENT BOND**  
**(Section 255.05, Fla. Stat.)**

CONTRACTOR: Jr. Davis Construction Company, Inc.  
210 Hangar Road  
Kissimmee, Florida 34741  
Tel.: (407) 870-0066

SURETY: Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606  
Tel.: (312) 822-5000

CONTRACTING ENTITY / OWNER: Westview South Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Tel.: (561) 571-0010

ADDITIONAL OBLIGEEs: See Attached Rider

**CONTRACT**

Date: Authorizing Addendum – Westview Pod B Spine Road August 7, 2023  
Amount: \$31,171,751.90  
Description (Name and Location): Westview South Project Pod B Spine Road – Osceola/Polk County, Florida

**BOND ("Bond")**

Bond Number: 30197702  
Date (Not earlier than Contract Date): September 1, 2023  
Amount: \$31,171,751.90

---

**KNOW ALL MEN BY THESE PRESENTS** that **Jr. Davis Construction Company, Inc.** ("**Principal**") and Western Surety Company ("**Surety**"), are held and firmly bound unto **Westview South Community Development District**, its successors and assigns (together, "**Obligee**"), in the penal sum of \$ 31,171,751.90 Dollars (\$), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written agreement with LT Westview LLC ("**Additional Obligee**"), dated March 7, 2022, assigned to Obligee on August 31, 2023, which along with any amendments, modifications, additions, changes, or alterations thereto (collectively, "**Contract**") is incorporated herein and made a part of this Bond by reference in its entirety, and which is for the construction of the Westview South Project, as more particularly described in the Contract.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, changes in scope, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

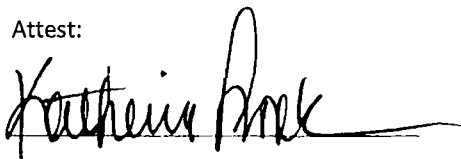


Subject to the requirements of Section 255.05, Florida Statutes, and except as provided therein, no action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the claimant prosecuting said action.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this 1st day of September, 2023.

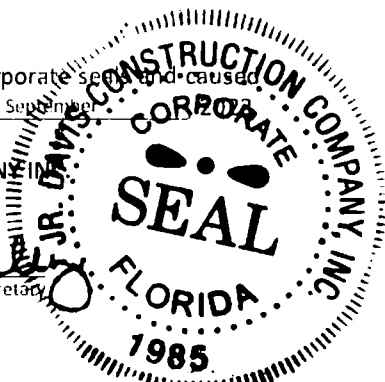
Attest:



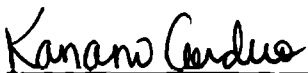
JR. DAVIS CONSTRUCTION COMPANY, INC.

[Title]

  
Kristy Kelley, Secretary

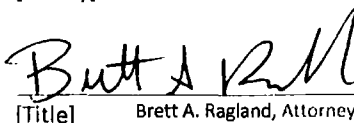


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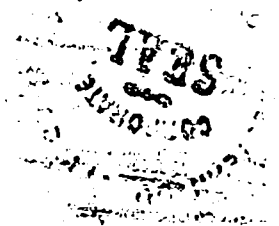
Kananl Cordero, Witness

Western Surety Company  
[Surety]



[Title]

Brett A. Ragland, Attorney-in-Fact &  
FL Licensed Resident Agent



[Attach Power of Attorney]

AGENT:

Johnson & Company  
801 N. Orange Avenue  
Suite 510, Orlando, FL 32801  
(407) 843-1120

## MULTIPLE OBLIGEE RIDER

**TO BE ATTACHED TO** and form part of Payment Bond Number 30197702 . executed concurrently with this rider ("**Bond**"), it is agreed that:

Western Surety Company  
151 N. Franklin Street, Chicago, IL 60606 (insert name and address of Surety), as "**Surety**", and Jr. Davis Construction Company, Inc., as "**Principal**", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of Westview South Community Development District, as primary "**Obligee**," in connection with the *Authorizing Addendum – Westview Pod B Spine Road*, dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022, as assigned from Taylor Morrison of Florida, Inc. to Assignor on August 29, 2022 ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Oblige(e)s: LT Westview LLC ("**Additional Obligees**"), subject to the conditions set forth below:

1. The Surety and Principal shall not be liable under the Bond to the primary Oblige(e), the Additional Obligees, or any of them, unless the primary Oblige(e), the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligees, primary and Additional Obligees, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Oblige(e); and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Oblige(e) under the Construction Agreement.

3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligees jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and the respective corporate seals to be affixed and attested by their duly authorized representatives this 1st day of September, 2023.

Kathleen Pina

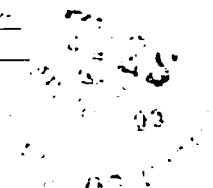
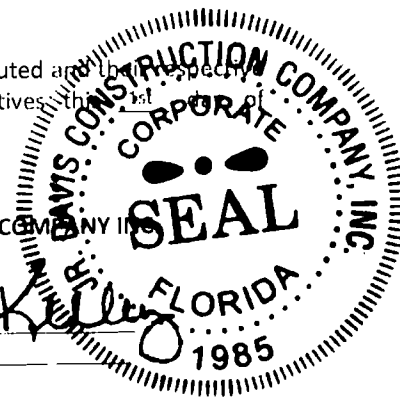
Kanani Cordero  
Kanani Cordero, Witness

JR. DAVIS CONSTRUCTION COMPANY INC.

Kristy Kelley  
Title: Kristy Kelley, Secretary

Western Surety Company  
[Surety]

Brett A. Ragland  
Title: Brett A. Ragland, Attorney-in-Fact &  
Fl. Licensed Resident Agent



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually**

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of September, 2023



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 30197702 effective September 1, 2023  
issued by the Western Surety Company  
in the amount of ~~Thirty-One Million One Hundred Seventy-One Thousand Seven Hundred Fifty-One and 90/100ths~~                      DOLLARS,  
on behalf of Jr. Davis Construction Company, Inc.  
as Principal and in favor of Westview South Community Development District  
as Obligee:

Now, Therefore, it is agreed that:

The penal sum of the bond shall be increased to \$42,085,177.97 to incorporate Change Order #1.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 17th day of November, 2023

Signed, sealed and dated this 28th day of November, 2023

Jr. Davis Construction Company, Inc.



(Principal)

By:

A handwritten signature in black ink, appearing to read "Kristy Kelley".

Western Surety Company

By:

A handwritten signature in black ink, appearing to read "Brett A. Ragland".  
Brett A. Ragland,

(Surety)

Attorney-in-Fact

Accepted By:

\_\_\_\_\_

\_\_\_\_\_

Form F5340

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually**

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of November, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS MI**



This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made to be effective as of the 26<sup>th</sup> day of August 2024, by and between:

**Avatar Properties, Inc.**, a Florida corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251 ("**Grantor**"); and

**Westview South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

### **SPECIAL WARRANTY GRANT OF FEE TITLE**

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, and more particularly below ("**Property**"):

**TRACTS SW-1, SW-2, SW-3, SW-4, SW-5, SW-6, SW-7 AND SW-8 (STORMWATER POND TRACTS), TRACTS W-1, W-2, W-3, W-4 AND W-5 (WETLAND/CONSERVATION TRACTS), AND TRACT LS-1 (LIFT STATION TRACT), WESTVIEW POD B – NEIGHBORHOOD 2A AND 2B PHASE 1, AS RECORDED IN PLAT BOOK 34, PAGES 180 – 193, OF THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA.**

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey

said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

#### **RESERVATION OF EASEMENT**

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

**WITNESS**

**AVATAR PROPERTIES, INC.,** a Florida corporation

By: Kelley Mims  
Name: Kelley Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: Josh Kalin  
Name: Josh Kalin  
Title: Authorized Agent

By: Kevin LaRue  
Name: Kevin LaRue  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

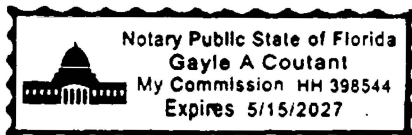
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of August, 2024, by Josh Kalin, as Authorized Agent of Avatar Properties, Inc., a Florida corporation, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

Gayle A. Coutant  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Gayle A. Coutant  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS MII**

This instrument was prepared by and  
upon recording should be returned to:

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

(This space reserved for Clerk)

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made to be effective as of the 26<sup>th</sup> day of August  
2024, by and between:

**LT Westview, LLC**, a Delaware limited liability company, the owner and developer  
of lands within the boundary of the District, and whose mailing address is 2600  
Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("**Grantor**"); and

**Westview South Community Development District**, a local unit of special-  
purpose government established pursuant to Chapter 190, *Florida Statutes*, and  
whose mailing address is c/o o Wrathell, Hunt and Associates, LLC, 2300 Glades  
Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

### **SPECIAL WARRANTY GRANT OF FEE TITLE**

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee,  
the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to  
Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and  
to the following described lot, piece or parcel of land, situate, lying and being in the County of  
Osceola, State of Florida, and more particularly below ("**Property**"):

**TRACTS SW-1, SW-2, SW-3, SW-4, SW-5, SW-6, SW-7 AND SW-8 (STORMWATER  
POND TRACTS), TRACTS W-1, W-2, W-3, W-4 AND W-5  
(WETLAND/CONSERVATION TRACTS), AND TRACT LS-1 (LIFT STATION TRACT),  
WESTVIEW POD B – NEIGHBORHOOD 2A AND 2B PHASE 1, AS RECORDED IN  
PLAT BOOK 34, PAGES 180 – 193, OF THE OFFICIAL RECORDS OF OSCEOLA  
COUNTY, FLORIDA.**

TOGETHER with all of the tenements, hereditaments and appurtenances thereto  
belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.  
Such conveyance is subject to all matters of record; however, reference hereto shall not operate  
to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said  
land in fee simple and that the Grantor has good right and lawful authority to sell and convey

said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

#### **RESERVATION OF EASEMENT**

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

LT WESTVIEW, LLC, a Delaware limited liability company

By: Kelly Mims  
Name: Kelly Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: TM Westview Member, LLC, its Manager

By: Kevin Labue  
Name: Kevin Labue  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

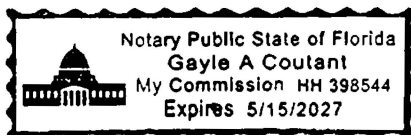
By: Joshua Kalin  
Name: Joshua Kalin  
Title: Authorized Agent (Orlando) – Land Development

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of August, 2024, by Joshua Kalin, as Authorized Agent (Orlando) – Land Development of TM Westview Member, LLC, Manager of LT Westview, LLC, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

Gayle A. Coutant  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: GAYLE A. COUTANT  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS N**



This instrument was prepared by:

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

---

**EASEMENT AGREEMENT**  
**[WESTVIEW POD A PHASE 1B AND 2]**

**THIS EASEMENT AGREEMENT** is made and entered into this 26<sup>th</sup> day of August, 2024, by and among:

**LT Westview, LLC**, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("**Developer**"); and

**Avatar Properties, Inc.**, a Florida corporation, an owner of lands within the boundary of the District, and whose mailing address is 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251 ("**Owner**"); and

**Aden at Westview Homeowners Association, Inc.**, a Florida non-for-profit corporation, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("**Association**"); and

**Westview South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

**WITNESSETH:**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

**WHEREAS,** Developer, Owner and Association desire to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

**WHEREAS,** Developer, Owner, Association and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

**WHEREAS,** the District has requested that Developer, Owner and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

**NOW THEREFORE,** for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer, Owner and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer's, Owner's and Association's respective interests, if any - ("**Easement Areas**") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "**Easement**"):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all "**Drainage Easements,**" "**Drainage and Access Easements,**" and "**Drainage and Utility Easements,**" each as identified in the plat known as ***Westview Pod B – Neighborhood 2A and 2B Phase 1***, as recorded in Plat Book 34, Pages 180 – 193, of the Official Records of Osceola County, Florida.

3. **Inconsistent Use.** Developer, Owner and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Developer, Owner or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer, Owner and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer, Owner and Association and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer, Owner and Association.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

**11. Public Records.** Developer, Owner and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

**12. Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

**13. Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

**14. Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

**15. Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

**16. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

**17. Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Developer, Owner, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

LT WESTVIEW, LLC, a Delaware limited liability company

By: [Signature]  
Name: Kelly Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: [Signature]  
Name: Kevin Lubne  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: TM Westview Member, LLC, its Manager

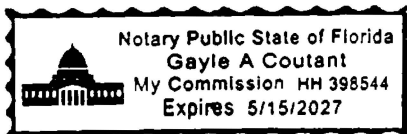
By: [Signature]  
Name: Joshua Kalin  
Title: Authorized Agent (Orlando) - Land Development

STATE OF Florida  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of AUGUST, 2024, by Joshua Kalin, as Authorized Agent (Orlando) – Land Development of TM Westview Member, LLC, its Manager of LT Westview, LLC, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

[Signature]  
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: GAYLE A COUTANT  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESS

AVATAR PROPERTIES, INC., a Florida  
corporation

By: Kelly Minis  
Name: Kelly Minis  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: Joshua Kalin  
Name: Joshua Kalin  
Title: Authorized Agent

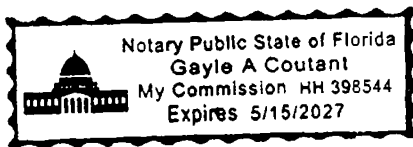
By: Kevin Luke  
Name: Kevin Luke  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 26<sup>th</sup> day of AUGUST, 2024, by Joshua Kalin, as  
Authorized Agent of Avatar Properties, Inc., a Florida corporation, who appeared before me this  
day in person, and who is either personally known to me, or produced N/A  
as identification.

Gayle A. Coutant  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: GAYLE A. COUTANT  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

ADEN AT WESTVIEW HOMEOWNERS  
ASSOCIATION, INC.

By: Kelly Mims  
Name: Kelly Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: Nora Schuster  
Name: NORA Schuster  
Title: PRESIDENT

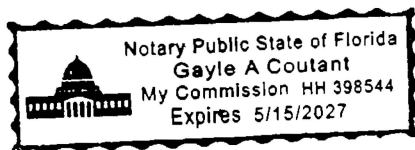
By: Josh Katin  
Name: Josh Katin  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 26<sup>th</sup> day of AUGUST, 2024, by  
NORA SCHUSTER as PRESIDENT of Aden at Westview Homeowners  
Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared  
before me this day in person, and who is either personally known to me, or produced  
N/A as identification.

Gayle A. Coutant  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: GAYLE A. COUTANT  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

**WITNESSES**

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: [Signature]  
Name: Kelley Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: [Signature]  
Name: Josh Kalin  
Title: Chairperson

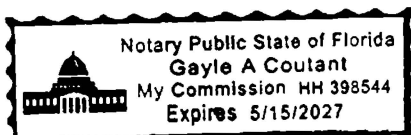
By: [Signature]  
Name: Kevin Calue  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of AUGUST, 2024, by Josh Kalin as Chairperson of the Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: GAYLE A. COUTANT  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

**Note to Examiner:** This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.



**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS O**

**OWNER'S AFFIDAVIT**  
**[WESTVIEW POD B – NEIGHBORHOOD 2A AND 2B PHASE 1 LIFT STATION]**

STATE OF Florida  
COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared Josh Kalin (“Affiant”) as Chairperson of the Board of Supervisors of the Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, who after first being duly sworn deposes and states as follows:

1. That Affiant knows of his own knowledge that Westview South Community Development District, (“Owner”) is the owner of certain lands located in Osceola County, Florida described as follows:

**TRACT LS-1 (LIFT STATION TRACT), WESTVIEW POD B –  
NEIGHBORHOOD 2A AND 2B PHASE 1, AS RECORDED IN PLAT BOOK  
34, PAGES 180 – 193, OF THE OFFICIAL RECORDS OF OSCEOLA  
COUNTY, FLORIDA.**

2. That the above described land together with all improvements thereon (“Property”) is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.

3. Affiant knows of no facts by reason of which the title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to any part of the Property might be asserted adversely.

4. That there are no mechanic’s or materialman’s or laborer’s liens against the above described Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman, engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

5. That within the past ninety (90) days, the Owner has not made any improvements, alterations or repairs to the above described Property for which costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same at the instance of the Owner which remain unpaid.

6. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

7. Affiant knows of no action or proceeding relating to the Property, which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property.

8. Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

9. This Affidavit is given for the purposes of inducing Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, to acquire the said Property and infrastructure located thereon.

10. There are no matters pending against Affiant or company that could give rise to any lien(s) that could attach to the Property prior to the recording of the deed of conveyance. The Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property.

11. Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[CONTINUED ON FOLLOWING PAGE]

**SIGNATURE PAGE TO OWNER'S AFFIDAVIT**  
**[WESTVIEW POD B – NEIGHBORHOOD 2A AND 2B PHASE 1 LIFT STATION]**

Executed this 26<sup>th</sup> day of August, 2024.

Witnesses:

Kelly Mims  
Name: Kelly Mims

Kevin LaRue  
Name: Kevin LaRue

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of  
special-purpose government established  
pursuant to Chapter 190, Florida Statutes

By: Josh Kalin  
Name: Josh Kalin  
Title: Chairperson

STATE OF FLORIDA  
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online  
notarization, this 26<sup>th</sup> day of AUGUST, 2024, by Josh Kalin, Chairperson, of  
Westview South Community Development District, a local unit of special-purpose government  
established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He/She is ☒  
personally known to me or ☐ has produced N/A as identification.

[SEAL]

Gayle A. Coutant  
(Notary Signature)  
Gayle A. Coutant  
(Printed Name)

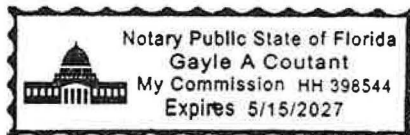


EXHIBIT "A"

**TRACT LS-1 (LIFT STATION TRACT), WESTVIEW POD B – NEIGHBORHOOD 2A AND 2B PHASE 1, AS RECORDED IN PLAT BOOK 34, PAGES 180 – 193, OF THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA.**



**AFFIDAVIT OF NON-FOREIGN STATUS (FIRPTA)**  
**[WESTVIEW POD B – NEIGHBORHOOD 2A AND 2B PHASE 1 LIFT STATION]**

STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared Josh Kalin  
("Affiant"), who being first duly sworn, says:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person;

2. That Affiant is Chairperson of Westview South Community Development District, a local unit of special-purpose government established and created pursuant to Chapter 190, Florida Statutes ("Seller"), which Seller may be the owner of a United States real property interest ("Property") described in Exhibit A.

3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller's address and United States taxpayer identifying number are as follows:

2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
EIN: 92-1706850

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

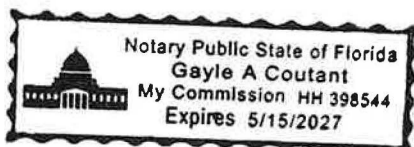
6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.

Executed this 26<sup>th</sup> day of August, 2024.

Josh Kalin  
AFFIANT

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of August, 2024, by Josh Kalin, Chairperson, Westview South Community Development District, a local unit of special-purpose government established and created pursuant to Chapter 190, Florida Statutes, on behalf of the district. He ~~She~~ is ☒ personally known to me or ☐ has produced N/A as identification.

(SEAL)



Gayle A. Coutant  
(Official Notary Signature)  
Name: GAYLE A. COUTANT

TOHO Project #: 220079

**BILL OF SALE**  
**[WESTVIEW POD B – NEIGHBORHOOD 2A AND 2B PHASE 1 LIFT STATION]**

KNOW ALL MEN BY THESE PRESENTS:

That **Westview South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “Seller”), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the **Tohopekaliga Water Authority**, an independent special district established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature (“Toho”), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller located on the property described on **Exhibit “A”** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities<sup>1</sup> (collectively the “Utility System”) constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the “Utility Assets.”

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Seller represents and warrants to Toho that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

---

<sup>1</sup> The Improvements were constructed pursuant to that certain *Authorizing Addendum – Westview Pod B Spine Road*, dated August 7, 2023 of the *Master Land Development Services Agreement*, dated March 7, 2022, between Jr. Davis Construction Company, Inc., and the Westview South Community Development District (assigned to the District on August 31, 2023).

Seller has caused this instrument to be executed as of the date and year written below.

**WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of  
special-purpose government

By: Josh Kalin  
Name: Josh Kalin  
Title: Chairperson

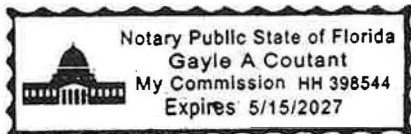
STATE OF Florida  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of August, 2024, by Josh Kalin as Chairperson of the Westview South Community Development District Board of Directors, a local unit of special-purpose government, on behalf of the district. He/She is ☒ personally known to me or ☐ has produced N/A as identification.

Gayle A. Coutant  
(Official Notary Signature & Seal)  
Name: Gayle A. Coutant

[notary seal]

Personally Known X  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_





**Exhibit "A"**

**LEGAL DESCRIPTION OF THE REAL PROPERTY**

TRACT LS-1 (LIFT STATION TRACT), WESTVIEW POD B –  
NEIGHBORHOOD 2A AND 2B PHASE 1, AS RECORDED IN PLAT BOOK  
34, PAGES 180 – 193, OF THE OFFICIAL RECORDS OF OSCEOLA  
COUNTY, FLORIDA.

This instrument was prepared by and  
upon recording should be returned to:

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

(This space reserved for Clerk)

Property Appraisers Parcel I.D.:

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid hereon.

**SPECIAL WARRANTY DEED**  
**[POD B LIFT STATION]**

August **THIS SPECIAL WARRANTY DEED** is executed as of this 26<sup>th</sup> day of August, 2024, by **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established and created pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantor"), in favor of **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose post office address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("Grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

**WITNESSETH:**

**GRANTOR**, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grants, conveys, bargains, and sells to the said Grantee, and Grantee's successors and assigns forever, the following described improved land, situate, lying and being in Osceola County, Florida, to wit:

**TRACT LS-1 (LIFT STATION TRACT), WESTVIEW POD B – NEIGHBORHOOD 2A AND 2B PHASE 1, AS RECORDED IN PLAT BOOK 34, PAGES 180 – 193, OF THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA.**

**TOGETHER WITH** all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining,

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants that title to said land is free from all encumbrances except for restrictions, covenants, conditions, easements, and other matters or record (provided, however, that reference hereto shall not serve to reimpose same) and taxes for the year 2024 and subsequent years, if any.

**GRANTOR** does hereby fully warrant the title to said land (subject to those matters set forth above), and will defend the same against lawful claims of all persons whomsoever.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT  
DISTRICT**, a local unit of special-purpose  
government

By: Kelly Mims  
Name: Kelly Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

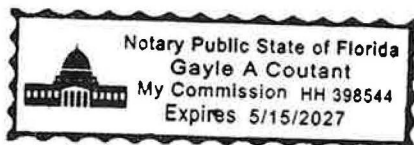
By: Josh Kalin  
Name: Josh Kalin  
Title: Chairperson

By: Kenna Lakner  
Name: Kenna Lakner  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online  
notarization, this 26<sup>th</sup> day of AUGUST, 2024, by Josh Kalin as Chairperson of the  
Westview South Community Development District Board of Directors, a local unit of special-purpose  
government, on behalf of the district. He/She is ☒ personally known to me or ☐ has produced  
N/A as identification.

[notary seal]



Gayle A. Coutant  
(Official Notary Signature & Seal)  
Name: Gayle A. Coutant  
Personally Known X  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

Prepared by and after recording return to:  
Office of the General Counsel  
Tohopekaliga Water Authority  
951 Martin Luther King Blvd.  
Kissimmee, Florida 34741

Parcel ID No.:

----- (Space above this line for recording data) -----

## EASEMENT

**THIS EASEMENT** is made and granted this 26<sup>th</sup> day of August 2024, by **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established and created pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 hereinafter, "District", and **LT WESTVIEW, LLC**, a Delaware limited liability company, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 and **AVATAR PROPERTIES, INC.**, a Florida corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251, together hereinafter, "Landowner," and together with the District, the "Grantor", to the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741, hereinafter "TWA" or "Grantee".

## WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Landowner, to the extent of their respective interests, if any, do hereby authorize the use of and hereby grant to TWA, its successors and assigns, a non-exclusive utility easement across a parcel of real property in Polk County, Florida, as more particularly described in Exhibit A appended hereto and incorporated herein for the purpose of ingress and egress to and installing, maintaining, repairing, refiguring, or reconstructing water and wastewater utilities and associated facilities within the easement.

Grantor may continue to use the surface of the easement areas for any lawful purposes that do not unreasonably interfere with the easement rights granted herein including the right to improve the easement areas, which improvements may include

parking, paving, sidewalks, lighting, landscaping, green spaces, recreational areas, and drive aisles for motor-vehicles upon notice to and written approval from TWA.

The use of the utility easement granted herein does not run to the public and no rights hereunder are granted or approved except for the purposes and use by TWA, and its agents, successors and assigns for the uses and purposes stated herein.

Grantee will, at its sole cost and expense, restore the surface of all disturbed areas on the utility easement to its original condition as near as is reasonably practicable, the damage or disturbance to which shall have been occasioned by the maintenance, operation, repair, inspection, replacement or removal of the water and wastewater utilities and associated facilities within the easement or other exercise by the Grantee of its rights under this Easement.

Grantor shall not place any permanent structures or improvements such as buildings or foundations on, over, or across the easement. Grantee shall have the right and authority to clear the easement area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, or maintenance of facilities existing within the easement.

Landowner warrants that it is the record owner of the lands, and has the power and authority to grant this easement.

By delivery and acceptance hereof, the parties and their successors intend to and shall be bound by the terms and conditions hereof.

**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written.

GRANTOR:

WITNESSES

WESTVIEW SOUTH COMMUNITY  
DEVELOPMENT DISTRICT

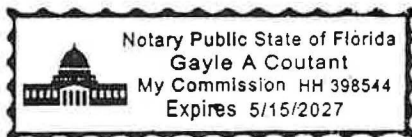
By: [Signature]  
Name: Kelley Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: [Signature]  
Name: Josh Kalin  
Title: Chairperson

By: [Signature]  
Name: Kevin LaRue  
Address 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of AUGUST, 2024, by Josh Kalin as Chairperson of the Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.



(NOTARY SEAL)

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Gayle A. Coutant  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

[CONTINUED ON FOLLOWING PAGE]

WITNESSES:

GRANTOR:

AVATAR PROPERTIES, INC., a  
Florida corporation

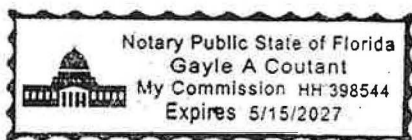
By: [Signature]  
Name: Kelley Mims  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: [Signature]  
Name: Joshua Kalin  
Title: Authorized Agent

By: [Signature]  
Name: Kevin LaRue  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of AUGUST, 2024, by Joshua Kalin, as Authorized Agent of Avatar Properties, Inc., a Florida corporation, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.



(NOTARY SEAL)

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Name: Gayle A. Coutant  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)

[CONTINUED ON FOLLOWING PAGE]



**GRANTOR:**

**WITNESS**

**LT WESTVIEW, LLC**, a Delaware  
limited liability company

By: [Signature]  
Name: Kelly Mins  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

By: TM Westview Member, LLC,  
its Manager

By: [Signature]  
Name: Keron Lake  
Address: 2600 Lake Lucien Dr. Ste. 350  
Maitland, FL 32751

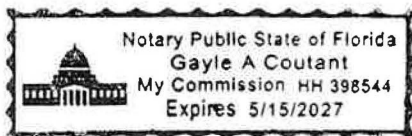
By: [Signature]  
Name: Joshua Kalin  
Title: Authorized Agent (Orlando) –  
Land Development

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 26<sup>th</sup> day of August, 2024, by Joshua Kalin, as Authorized Agent (Orlando) – Land Development of TM Westview Member, LLC, Manager of LT Westview, LLC, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: GAYLE A. COUTANT  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A**  
[Sketch and Legal]

**TRACT RW (Polk County Right-of-Way) and all “Utility Easements” and “Drainage and Utility Easements,” each as identified in the plat known as *Westview Pod B – Neighborhood 2A and 2B Phase 1*, as recorded in Plat Book 34, Pages 180 – 193, of the Official Records of Osceola County, Florida.**

**WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS PI**

Westview South Community Development District

Change order to Purchase Order #2177-05

Change Order No. 14

Project: Westview POD B Spine Road-N2A2B
Owner: Westview South CDD
Seller: Fortiline Waterworks
Contractor: Jr. Davis Construction Company, Inc.

Date 8/20/2024

Table with 4 columns: ITEM NO., CHANGE ON PURCHASE ORDER, DESCRIPTION OF CHANGE, AMOUNT + / (-). Row 1: 1 Adjust Fire Hydrant to Grade, Add, \$ 4,670.00

Net Change Order Amount \$ 4,670.00

Purchase Order Amount Prior to Change Order \$ 1,976,608.50

Revised Purchase Order Amount \$ 1,981,278.50

Comments

Acceptable To: Riley Keck
Digitally signed by Riley Keck
Date: 2024.08.20 19:01:10 -04'00'
Fortiline Waterworks
Date

Acceptable To: Marc A Goodman
Digitally signed by Marc A Goodman
Date: 2024.08.20 14:46:35 -04'00'
Jr. Davis Construction Company, Inc.
Date

Recommended by Atwell, LLC CDD Engineer

Approved By: DocuSigned by: Josh Kalin
10/15/2024
Westview South Community Development District
Date





SALES ORDER ACKNOWLEDGEMENT  
6619794

1 of 1  
8/20/24  
13:17:53

<b>REMIT TO:</b> FORTILINE KISSIMMEE PO BOX 744053 ATLANTA, GA 30374-4053	<b>WAREHOUSE: 067</b> FORTILINE KISSIMMEE 731 DUNCAN AVENUE KISSIMMEE, FL 34744  Phone # 321 250 3199	<b>PAYMENT: CHARGE</b>
<b>SOLD TO: 232874</b> WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481  Bid #: 6415682 C/O#: 6298132	<b>SHIP TO:</b> WESTVIEW SOUTH CDD POINCIANA PKWY & KOA ST. KISSIMMEE, FL 34746  Promised Date: 08/21/24	<b>SPECIAL INSTRUCTIONS:</b> BILLY: 321.437.8075 NATIONAL PIPE  ORDERED BY: MARC

CUSTOMER PO	JOB NAME	JOB #	CSR	SLS	ORDER DATE	SHIPPING METHOD	ORIG ORDER #
2177-	WSTVIEW2A2B	2177	JCW	RJK	8/20/24	OUR TRUCK	6298132

LINE	ITEM/DESCRIPTION	UOM	ORDER	SHIPPED	B/O	UNIT PRICE	DISCOUNT	NET PRICE
001	MUEA320006 5-1/4VO 6" HYD EXT A320-006 Y11 008	EA	2	2	0	950.0000		1900.00
002	MUEA320010 5-1/4VO 12" HYD EXT A320-010 Y11 005	EA	1	1	0	1047.0000		1047.00
003	MUEA320016 5-1/4VO 18" HYD EXT A320-016 Y11 007	EA	1	1	0	1328.0000		1328.00
004	HRP6B84BEXT514 5-1/4VO 6" HYD EXT B84B	EA	1	0	1	395.0000		395.00

<b>N0. CTNS</b>	<b>WEIGHT</b>	<b>SHIPPED VIA</b>	<b>SHIP DATE</b>	<b>PICKED BY</b>	<b>FILLED BY</b>	<b>Subtotal:</b>	4,670.00
OT OUR TRUCK						<b>Tax:</b>	.00
<b>PACKED BY</b>	<b>CHECKED BY</b>	<b>DATE RECEIVED</b>	<b>RECEIVED BY</b>			<b>Freight:</b>	.00
MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION Any shortages or discrepancies concerning this order must be reported within 24 hours.						<b>Other:</b>	
						<b>Total Due:</b>	4,670.00

# **WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION**

**ITEMS PII**

Westview South Community Development District

Change order to Purchase Order #2177-05

Change Order No. 15

Project: Westview POD B Spine Road-N2A2B

Owner: Westview South CDD

Seller: Fortiline Waterworks

Contractor: Jr. Davis Construction Company, Inc.

Date 8/20/2024

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Manhole Drops	Add	\$ 4,201.20

Net Change Order Amount \$ 4,201.20

Purchase Order Amount Prior to Change Order \$ 1,981,278.50

Revised Purchase Order Amount \$ 1,985,479.70

Comments

Acceptable To: Gregory Pullis Digitally signed by Gregory Pullis  
Fortiline Waterworks Date: 2024.09.11 17:15:18 -04'00'

Acceptable To: Marc A Goodman Digitally signed by Marc A Goodman  
Jr. Davis Construction Company, Inc. Date: 2024.09.11 14:35:28 -04'00'

Approved By: Josh Kalin 10/15/2024  
Westview South Community Development District Date

Recommended  
by Atwell, LLC  
CDD Engineer





SALES ORDER ACKNOWLEDGEMENT  
6639724

1 of 1  
9/06/24  
9:30:41

REMIT TO:  FORTILINE KISSIMMEE PO BOX 744053 ATLANTA, GA 30374-4053	WAREHOUSE: 067  FORTILINE KISSIMMEE 731 DUNCAN AVENUE KISSIMMEE, FL 34744  Phone # 321 250 3199	PAYMENT: CHARGE
SOLD TO: 232874  WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481  Bid #: 6415682 C/O#: 6298132	SHIP TO:  WESTVIEW SOUTH CDD POINCIANA PKWY & KOA ST. KISSIMMEE, FL 34746  Promised Date: 09/09/24	SPECIAL INSTRUCTIONS:  BILLY: 321.437.8075 NATIONAL PIPE

CUSTOMER PO	JOB NAME	JOB #	CSR	SLS	ORDER DATE	SHIPPING METHOD	ORIG ORDER #
2177-005	WSTVIEW2A2B	2177	RJK	GDP	9/06/24	OUR TRUCK	6298132

LINE	ITEM/DESCRIPTION	UOM	ORDER	SHIPPED	B/O	UNIT PRICE	DISCOUNT	NET PRICE
001	880GBE 8" SCH80 PVC PIPE BE GREY	FT	40	0	0	39.3800		1575.20
002	8SSD40 8 SS DROP CLAMP FOR SCH40	EA	8	0	8	115.0000		920.00
003	8ANCHASSEMBLY ANCHOR ASSEMBLY W/SS BOLTS WASHETS & LEAD ANCHOR	EA	16	0	16	4.5000		72.00
004	8DSAC 8" SDR35XSCH40 DWV CPLG HXH 026506	EA	1	0	1	80.0000		80.00
005	8S8XHH 8" SCH80 PVC CROSS HXH	EA	1	0	1	1048.0000		1048.00
006	8S89HH 8" SCH80 PVC 90 HXH W06	EA	1	0	1	165.0000		165.00
007	8S8AHF 8" SCH80 PVC ADPT HXF	EA	1	0	1	159.0000		159.00
008	8S4PM 8" SCH40 PVC PLUG MIPT	EA	1	0	1	182.0000		182.00

N0. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	PICKED BY	FILLED BY	Subtotal:	4,201.20
OT OUR TRUCK						Tax:	.00
PACKED BY	CHECKED BY	DATE RECEIVED	RECEIVED BY			Freight:	.00
MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION Any shortages or discrepancies concerning this order must be reported within 24 hours.						Other:	
						Total Due:	4,201.20



# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

## **ITEMS PIII**

Westview South Community Development District

Change order to Purchase Order #2177-05

Change Order No. 16

Project: Westview POD B Spine Road-N2A2B
Owner: Westview South CDD
Seller: Fortiline Waterworks
Contractor: Jr. Davis Construction Company, Inc.

Date 10/7/2024

Table with 4 columns: ITEM NO., CHANGE ON PURCHASE ORDER, DESCRIPTION OF CHANGE, AMOUNT + / (-). Row 1: 1 Plans REV - RFI-49 - Added ARV, Add, \$ 5,801.50.

Net Change Order Amount \$ 5,801.50

Purchase Order Amount Prior to Change Order \$ 1,985,479.70

Revised Purchase Order Amount \$ 1,991,281.20

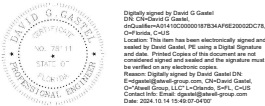
Comments

Acceptable To: Riley Keck, Fortiline Waterworks, Date: 2024.10.07 12:22:10 -04'00'

Acceptable To: Marc A Goodman, Jr. Davis Construction Company, Inc., Date: 2024.10.07 11:50:06 -04'00'

Recommended by Atwell, LLC CDD Engineer

Approved By: Josh Kalin, Westview South Community Development District, Date: 10/15/2024





CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
232874	FORTILINE ORLANDO	6555014	10/07/24	1

CUSTOMER	PROJECT INFORMATION
WESTVIEW SOUTH CDD P.O. BOX 810036 BOCA RATON, FL 33481	2177 2A2B FM ARV

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<b>6"X2" OFFSET FM ARV ASS'Y</b>		
30	1	EA	6X2 IP 202NS SDL 6.63-6.90	101.0000	101.00
40	1	EA	2" BALL CORP MIPXFIP 73149B NO LEAD	295.0000	295.00
50	1	EA	2" THD GV O/L A2360-08 EPDM	495.0000	495.00
60	1	EA	562S SCREW VB COMP 24"-36"	101.5000	101.50
70	1	EA	5-1/4 VB LID M/SEWER	30.0000	30.00
80	1	EA	3" BRS VLV MARKER	18.0000	18.00
90	1	EA	2"X36" SS NIPPLE 304	180.0000	180.00
100	1	EA	2"X24" SS NIPPLE 304	165.0000	165.00
110	3	EA	2"X4" SS NIPPLE 304	35.0000	105.00
120	1	EA	2"XCLOSE SS NIPPLE 304	20.0000	20.00
130	2	EA	2" SS 90 304	35.0000	70.00
140	1	EA	2" SS TEE 304	38.0000	38.00
150	1	EA	2" SS SQ HEAD PLUG 304	21.0000	21.00
160	1	EA	2" THD SS BALL VLV 304	197.0000	197.00
170	1	EA	2" SS THD COMBO SWR ARV D025SS	3,315.0000	3,315.00
180	1	EA	13X16X32 ARV ENCLOSURE GREEN	650.0000	650.00
				Subtotal:	5,801.50
				Tax:	.00
				Bid Total:	5,801.50

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By RJK 10/07/24 7:43:19

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **17**

# 2177 Westview Pod B RFI 75 Modify Drainage Structure 4A110-C



## JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Marc Goodman

Phone: (407) 870-0066

Email: Marc.Goodman@jr-davis.com

Quote To:

Patrick Wood

Proposal Date:

11/20/2024

Company:

Westview South, CDD

Date of Plans:

Phone:

321-214-1037

Revision Date:

Email:

pwood@taylormorrison.com

Addendums:

HCSS:

2177RFCO48-1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
50	Survey and Layout	1.00	LS	915.00	915.00
100	RFI 75 Mod MH 4A110-C	1.00	LS	4,155.00	4,155.00
200	Bond	1.00	LS	127.51	127.51
<b>GRAND TOTAL</b>					<b>\$5,197.51</b>

### NOTES:

Proposal includes all material, equipment, and labor for the installation of MH 4A110-C modification.

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **18**



March 11, 2025

Westview South Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite # 410W  
Boca Raton, Florida 33431  
Attn: Mr. Craig Wrathell

Re: Westview South CDD, Series 2025 Bonds

Dear Mr. Wrathell:

We are writing to provide you, as the Westview South Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

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<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,



accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

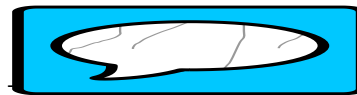
We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By:

Name: Jon Kessler

Title: Executive Director



**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

# **WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JANUARY 31, 2025**

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JANUARY 31, 2025**

	General Fund	Debt Service Fund 2023A-1	Debt Service Fund 2023A-2	Capital Projects Fund 2023A-1	Capital Projects Fund 2023A-2	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 560,380	\$ -	\$ -	\$ -	\$ -	\$ 560,380
Investments						
Revenue	-	358,196	4,993	-	-	363,189
Reserve	-	2,551,312	600,604	-	-	3,151,916
Prepayment	-	4,573,305	10,294	-	-	4,583,599
Construction A-1	-	-	-	20	-	20
Construction A-2	-	-	19,589	-	3,876,835	3,896,424
Interest	-	42	1,700	-	-	1,742
Undeposited funds	39,473	-	80,748	-	-	120,221
Due from Landowner (Westview South LLC)	171,266	-	-	-	-	171,266
Due from Lennar	-	35,728	-	-	-	35,728
Due from general fund	-	454,510	-	-	-	454,510
Due from Developer	1,728	422,829	-	766,652	-	1,191,209
Total assets	<u>\$ 772,847</u>	<u>\$ 8,395,922</u>	<u>\$ 717,928</u>	<u>\$ 766,672</u>	<u>\$ 3,876,835</u>	<u>\$14,530,204</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable	\$ 36,151	\$ -	\$ -	\$ -	\$ -	\$ 36,151
Contracts payable	-	-	-	763,977	4,338	768,315
Due to debt service fund	454,510	-	-	-	-	454,510
Retainage payable	-	-	-	1,572,988	219,055	1,792,043
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>496,661</u>	<u>-</u>	<u>-</u>	<u>2,336,965</u>	<u>223,393</u>	<u>3,057,019</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	172,994	458,558	-	766,652	-	1,398,204
Total deferred inflows of resources	<u>172,994</u>	<u>458,558</u>	<u>-</u>	<u>766,652</u>	<u>-</u>	<u>1,398,204</u>
Fund balances:						
Restricted for:						
Debt service	-	7,937,364	717,928	-	-	8,655,292
Capital projects	-	-	-	(2,336,945)	3,653,442	1,316,497
Unassigned	103,192	-	-	-	-	103,192
Total fund balances	<u>103,192</u>	<u>7,937,364</u>	<u>717,928</u>	<u>(2,336,945)</u>	<u>3,653,442</u>	<u>10,074,981</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 772,847</u>	<u>\$ 8,395,922</u>	<u>\$ 717,928</u>	<u>\$ 766,672</u>	<u>\$ 3,876,835</u>	<u>\$14,530,204</u>

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 145	\$ 87,320	\$ 609,356	14%
Lot Closing Assessments	50,654	74,169	-	N/A
Landowner contribution	-	8,424	159,998	5%
Total revenues	<u>50,799</u>	<u>169,913</u>	<u>769,354</u>	22%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors			3,014	0%
Management/accounting/recording	4,917	19,667	48,000	41%
Legal	2,915	5,688	25,000	23%
Engineering	2,610	4,859	2,000	243%
Audit	-	-	7,400	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent AA1	83	333	1,000	33%
Dissemination agent AA2	83	333	1,000	33%
Dissemination agent 2025	-	-	1,000	0%
EMMA software service	-	3,000	5,000	60%
Trustee	-	-	16,500	0%
DSF accounting 2023 AA2	-	-	5,500	0%
DSF accounting 2025	-	-	5,500	0%
Telephone	17	67	200	34%
Postage	194	234	500	47%
Printing & binding	41	166	500	33%
Legal advertising	189	1,082	6,500	17%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies	81	319	500	64%
Meeting room rental			1,400	0%
Website hosting & maintenance	705	705	705	100%
Website ADA compliance	210	210	210	100%
Total professional & administrative	<u>12,045</u>	<u>42,038</u>	<u>138,604</u>	
<b>Field operations</b>				
Management Fees	1,250	5,000	15,000	33%
Accounting	500	2,000	6,000	33%
Environmental services (POD B & E)	11,000	16,500	30,000	55%
Plants, Shrubs & Mulch	-	-	10,000	0%
Annuals	-	-	15,000	0%
Tree Trimmings	-	-	6,000	0%
Property Insurance	-	-	10,000	0%
Pond maintenance	1,250	2,500	35,000	7%
Landscape maintenance	1,200	4,800	280,000	2%
Irrigation Pump Maintenance	-	-	10,000	0%
Dog Waste Stations	-	-	6,000	0%

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Irrigation repairs	-	-	10,000	0%
Backflow prevention test	-	-	750	0%
Holiday Decorations	-	-	6,000	0%
Pressure washing	-	-	3,000	0%
Signage maintenance	-	-	5,000	0%
Street lighting agreement	-	-	150,000	0%
Contingencies	-	750	25,000	3%
Electric:				
Irrigation	-	-	6,000	0%
Entrance signs	-	-	2,000	0%
Total field operations	<u>15,200</u>	<u>31,550</u>	<u>630,750</u>	
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	<u>369</u>	<u>2,138</u>	<u>-</u>	N/A
Total expenditures	<u>27,614</u>	<u>75,726</u>	<u>769,354</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	23,185	94,187	-	
Fund balances - beginning	<u>80,007</u>	<u>9,005</u>	<u>-</u>	
Fund balances - ending	<u>\$ 103,192</u>	<u>\$ 103,192</u>	<u>\$ -</u>	

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 2023A-1  
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 783	\$ 470,904	\$ 2,506,525	19%
Assessment prepayments	1,885,027	3,780,014	-	N/A
Assessment prepayment interest	-	22,641	-	N/A
Lot closings	108,518	244,238	-	N/A
Lot closings interest	57,046	74,971	-	N/A
Interest	16,261	88,573	-	N/A
Total revenues	<u>2,067,635</u>	<u>4,681,341</u>	<u>2,506,525</u>	187%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	545,000	0%
Principal prepayment	-	3,060,000	2,980,000	103%
Interest	-	1,086,357	2,009,761	54%
Total debt service	<u>-</u>	<u>4,146,357</u>	<u>5,534,761</u>	75%
<b>Other fees &amp; charges</b>				N/A
Tax collector	10	9,412	-	N/A
Total other fees and charges	<u>10</u>	<u>9,412</u>	<u>-</u>	N/A
Total expenditures	<u>10</u>	<u>4,155,769</u>	<u>5,534,761</u>	75%
Excess/(deficiency) of revenues over/(under) expenditures	2,067,625	525,572	(3,028,236)	
Fund balances - beginning	5,869,739	7,411,792	7,494,060	
Fund balances - ending	<u>\$ 7,937,364</u>	<u>\$ 7,937,364</u>	<u>\$ 4,465,824</u>	

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 2023A-2  
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 598,469	0%
Lot Closing Assessments	80,748	80,748		
Interest	2,181	29,143	-	N/A
Total revenues	<u>82,929</u>	<u>109,891</u>	<u>598,469</u>	18%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	130,000	0%
Prepayment	-	30,000	-	N/A
Interest	-	235,634	471,269	50%
Total expenditures	<u>-</u>	<u>265,634</u>	<u>601,269</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	82,929	(155,743)	(2,800)	
Fund balances - beginning	634,999	873,671	841,458	
Fund balances - ending	<u>\$ 717,928</u>	<u>\$ 717,928</u>	<u>\$ 838,658</u>	



**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND 2023A-1  
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ -	\$ 2,444,285
Interest	1	933
Total revenues	<u>1</u>	<u>2,445,218</u>
<b>EXPENDITURES</b>		
Construction costs	<u>516,077</u>	<u>822,173</u>
Total expenditures	<u>516,077</u>	<u>822,173</u>
Excess/(deficiency) of revenues over/(under) expenditures	(516,076)	1,623,045
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	<u>4,338</u>	<u>4,338</u>
Total other financing sources/(uses)	<u>4,338</u>	<u>4,338</u>
Net change in fund balances	(511,738)	1,627,383
Fund balances - beginning	<u>(1,825,207)</u>	<u>(3,964,328)</u>
Fund balances - ending	<u><u>\$ (2,336,945)</u></u>	<u><u>\$ (2,336,945)</u></u>

**WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND 2023A-2  
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 15,190	\$ 50,469
Total revenues	<u>15,190</u>	<u>50,469</u>
<b>EXPENDITURES</b>		
Construction costs	399,964	467,489
Total expenditures	<u>399,964</u>	<u>467,489</u>
Excess/(deficiency) of revenues over/(under) expenditures	(384,774)	(417,020)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer out	(4,338)	(4,338)
Total other financing sources/(uses)	<u>(4,338)</u>	<u>(4,338)</u>
Net change in fund balances	(389,112)	(421,358)
Fund balances - beginning	4,042,554	4,074,800
Fund balances - ending	<u><u>\$ 3,653,442</u></u>	<u><u>\$ 3,653,442</u></u>

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

# **A**

**DRAFT**

**MINUTES OF MEETING  
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Westview South Community Development District held Public Hearings and a Regular Meeting on August 14, 2024 at 2:00 p.m., or as soon thereafter as the matter could be heard, at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746.

**Present were:**

Josh Kalin	Chair
Patrick "Rob" Bonin	Vice Chair
Susan Kane	Assistant Secretary
Logan Lantrip (via telephone)	Assistant Secretary

**Also present:**

Cindy Cerbone	District Manager
Andrew Kantarzhi (via telephone)	Wrathell, Hunt and Associates LLC (WHA)
Antonio Shaw	Wrathell, Hunt and Associates LLC (WHA)
Bennett Davenport (via telephone)	District Counsel
Larry Ray (via telephone)	District Engineer
Rick Hoffman	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 2:11 p.m. Supervisors Bonin, Kane and Kalin were present. Supervisor Lantrip attended via telephone. Supervisor Barcom was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Ms. Cerbone discussed protocols for public comments.

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2024/2025 Budget**

**A. Proof/Affidavit of Publication**

The affidavit of publication was included for informational purposes.

**B. Consideration of Resolution 2024-08, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date**

Ms. Cerbone presented Resolution 2024-08. She recalled that the proposed Fiscal Year 2025 budget was revised extensively following the May meeting to ensure that the best numbers possible were included. This version of the proposed Fiscal Year 2025 budget is unchanged since it was approved at the June meeting. Because the budget will now also include on-roll and off-roll assessments, in addition to the Landowner contribution, Mailed Notices were sent to the property owners. Ms. Cerbone presented the proposed Fiscal Year 2025 budget and reviewed the Assessment Comparison, on Pages 11 and 12.

**On MOTION by Mr. Kalin and seconded by Ms. Kane, with all in favor, the Public Hearing was opened.**

Resident Rick Hoffman asked if an estimated assessment amount can be provided based on the Fiscal Year 2025 budget. Ms. Cerbone stated that, right now, based on what was received from the Property Appraiser and Tax Collector, it appears that the invoices to be sent from District Management to the property owners will be addressed to the Developers and the Builders. When the final roll is received, before the CDD must send it in to the County on September 15, 2024, that could change.

Referring to Page 11 of the Proposed Fiscal Year 2025 budget, Ms. Cerbone stated that, if the Fiscal Year 2025 assessment were to be on the property tax bill, the amount shown in the "FY 2025 Total Assessment per Unit" column would be on the November tax bill, or on an invoice sent by District Management to the property owners. The dollar amount of the Fiscal Year 2024 assessments is shown in the column to the right, in the "FY 2024 Total Assessment per Unit" column.

**On MOTION by Mr. Kalin and seconded by Ms. Kane, with all in favor, the Public Hearing was closed.**

On MOTION by Ms. Kane and seconded by Mr. Kalin, with all in favor, Resolution 2024-08, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

#### FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

##### A. Proof/Affidavit of Publication

##### B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

Ms. Kane asked why the Operation and Maintenance (O&M) Assessments in the Mailed Notices differ from those in the proposed Fiscal Year 2025 budget. Ms. Cerbone stated, out of an abundance of caution, when a proposed budget is approved and if a Mailed Notice is required, District Management typically increases the advertised assessment amounts by 3% to 5% to provide a cushion in case something were to change between the time the proposed budget is approved and final adoption of the budget. The CDD is limited to the maximum amount specified in the Mailed Notice.

On MOTION by Ms. Kane and seconded by Mr. Kalin, with all in favor, the Public Hearing was opened.

Mr. Hoffman noted that monies are budgeted for pond banks and asked if the HOA is part of the CDD. Ms. Cerbone stated the HOA and the CDD are two separate and distinct organizations. District Management for the CDD does not manage HOAs; any expenses in this budget are for CDD-owned improvements and/or for maintenance of areas for which the CDD is responsible through a Maintenance and Utility Easement, or as platted.

On MOTION by Mr. Kalin and seconded by Ms. Kane, with all in favor, the Public Hearing was closed.

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110  
111 **C. Consideration of Resolution 2024-09, Providing for Funding for the Fiscal Year**  
112 **2024/2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special**  
113 **Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying**  
114 **an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a**  
115 **Severability Clause; and Providing an Effective Date**

116 Ms. Cerbone presented Resolution 2024-09, which allows the CDD to impose and collect  
117 the assessments utilizing the services of the Property Appraiser and Tax Collector.

118  
119 **On MOTION by Ms. Kane and seconded by Mr. Bonin, with all in favor,**  
120 **Resolution 2024-09, Providing for Funding for the Fiscal Year 2024/2025**  
121 **Adopted Budget(s); Providing for the Collection and Enforcement of Special**  
122 **Assessments, Including but Not Limited to Penalties and Interest Thereon;**  
123 **Certifying an Assessment Roll; Providing for Amendments to the Assessment**  
124 **Roll; Providing a Severability Clause; and Providing an Effective Date, was**  
125 **adopted.**

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128 **FIFTH ORDER OF BUSINESS**

**Consideration of Westview South Pod A**  
**Tract Breakout**

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131 Mr. Davenport presented the Quit Claim Deed to convey Title to the CDD for Tracts 1  
132 and 6 related to Pod A.

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134 **On MOTION by Ms. Kane and seconded by Mr. Bonin, with all in favor, the Quit**  
135 **Claim Deed to convey Title to the CDD for Tracts related to Pod A, was**  
136 **approved.**

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139 **SIXTH ORDER OF BUSINESS**

**Ratification Items**

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141 Ms. Cerbone presented the following:

- 142 **A. Fortiline Waterworks Change Orders [POD B Spine Road - N2A2B]**  
143 **I. No. 12: 3" Reclaim TOHO Meter**  
144 **II. No. 13: 14x19x12x Single Blk Meter Boxes**  
145 **B. Jr. Davis Construction Company, Inc. Change Orders [Pod B]**  
146 **I. No. 16: Structure Modification and Performance Bond**

## II. No. 17: Pond Banks and Performance Bond

### III. No. 18: Master Meter Assembly

#### IV. No. 19: MG Added CFX Storm Run

**On MOTION by Ms. Kane and seconded by Mr. Kalin, with all in favor, the Ratification Items, as listed, were ratified.**

## SEVENTH ORDER OF BUSINESS

**Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Ms. Cerbone presented the Memorandum detailing this new requirement for special districts to establish goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives, publish an annual report on its website detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

Ms. Cerbone stated that District Management and District Counsel collaborated on identifying Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability as the key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD and explained how the CDD will meet the goals.

A Board Member asked if the reporting to be done by the Engineer of Record is included in the District Engineering Agreement. Ms. Cerbone stated it would not be included as a named item because that Agreement was signed before this Legislation; a Work Authorization would be presented as applicable.

Discussion ensued regarding use of Contingency and the ability of Staff to determine the robustness of the item.

**On MOTION by Mr. Kalin and seconded by Mr. Bonin, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.**



**EIGHTH ORDER OF BUSINESS****Acceptance of Unaudited Financial  
Statements as of June 30, 2024**

**On MOTION by Mr. Bonin and seconded by Mr. Kalin, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.**

**NINTH ORDER OF BUSINESS****Approval of June 12, 2024 Regular Meeting  
Minutes**

Ms. Cerbone presented the June 12, 2024 Regular Meeting Minutes.

**On MOTION by Mr. Kalin and seconded by Mr. Bonin, with all in favor, the June 12, 2024 Regular Meeting Minutes, as presented, were approved.**

**TENTH ORDER OF BUSINESS****Staff Reports****A. District Counsel: Kutak Rock, LLP**

Mr. Davenport reminded the Board of the requirement to complete four hours of ethics training by December 31, 2024.

**B. District Engineer: Atwell, LLC**

Mr. Ray stated that construction is progressing as scheduled.

**C. District Manager: Wrathell, Hunt and Associates, LLC**

- Status Report – Field Operations**

Mr. Shaw stated that the landscaper and the townhome HOA are asking what will be done with regard to maintaining Pod B and the ponds.

Mr. Kalin stated the Quit Claim Deed just approved is related to Pod A. He is reluctant to advise Mr. Shaw to initiate maintenance in that area because there is so much activity there and, although it is the wet season, he does not believe it necessary at this time. He suggested a tentative maintenance start date of October 1, 2024, due to access issues.

Mr. Shaw stated he will obtain pricing for a limited scope of work to include pond maintenance only. He will inspect the area, circulate pictures and reconfirm before scheduling an October 1, 2024 start date.

The Board and Staff discussed the matter of wildlife warning signs that the vendor installed when water levels were artificially low due to sitework, which are now nearly submerged. Mr. Kalin noted that the water is currently at its highest. The consensus was for Mr. Shaw to only address the signs that are physically under water. The scope for new signs will be reduced, with signs placed in the most visible locations.

**On MOTION by Mr. Kalin and seconded by Mr. Bonin, with all in favor, directing Staff to obtain proposals to fix submerged signage and order and install signage at six ponds and other limited applicable areas, subject to review and approval by the Chair, was approved.**

- **NEXT MEETING DATE: September 11, 2024 at 2:00 PM**
  - **QUORUM CHECK**

The next meeting will be on September 11, 2024, unless cancelled.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

#### **TWELFTH ORDER OF BUSINESS**

#### **Public Comments**

Mr. Hoffman asked about the "Landowner contribution" on Page 1 of the Fiscal Year 2025 budget. Ms. Cerbone stated that, in this case, the Landowner refers to the Developer or a Builder, not an individual property owner.

Mr. Hoffman expressed concern that, in addition to signs, multiple trees on the south side of Portrait Street near the cabanas by the riverside are underwater. Mr. Kalin stated that the Board and Staff will look into the issue; it might be related to earth work in the area.

Ms. Kane asked for a map of areas of CDD ownership. Mr. Shaw will provide a map.

#### **THIRTEENTH ORDER OF BUSINESS**

#### **Adjournment**

**On MOTION by Mr. Kalin and seconded by Ms. Kane, with all in favor, the meeting adjourned at 2:54 p.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **WESTVIEW SOUTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

# **B**

**DRAFT**

**MINUTES OF MEETING  
WESTVIEW SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Westview South Community Development District was held on November 5, 2024 at 1:00 p.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**Present were:**

Daniel Rom District Manager/Proxy Holder

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 1:34 p.m.

**SECOND ORDER OF BUSINESS**

**Affidavit/Proof of Publication**

The affidavit of publication was included for informational purposes.

**THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners' Meeting**

Mr. Rom served as Chair to conduct the Landowners' Meeting.

**FOURTH ORDER OF BUSINESS**

**Election of Supervisors [Seats 3, 4, 5]**

**A. Nominations**

Mr. Rom nominated the following:

Seat 3 Josh Kalin

Seat 4 Logan Lantrip

Seat 5 Gaylon Barcom

No other nominations were made.

**B. Casting of Ballots**

Mr. Rom stated that he is the designated proxy holder for LT Westview LLC, who owns 429.0588 acres, equating to 430 voting units, and 404 platted units, equating to 404 voting units, for a total of 834 voting units.

- **Determine Number of Voting Units Represented**

A total of 834 voting units were represented.

- **Determine Number of Voting Units Assigned by Proxy**

All 834 voting units were assigned by proxy to Mr. Rom. Mr. Rom may cast up to 834 votes per Seat.

Mr. Rom cast following votes:

Seat 3	Josh Kalin	430 votes
Seat 4	Logan Lantrip	430 votes
Seat 5	Gaylon Barcom	400 votes

**C. Ballot Tabulation and Results**

Mr. Rom reported the ballot tabulation, results and term lengths, as follows:

Seat 3	Josh Kalin	430 votes	4-Year Term
Seat 4	Logan Lantrip	430 votes	4-Year Term
Seat 5	Gaylon Barcom	400 votes	2-Year Term

**FIFTH ORDER OF BUSINESS**

**Landowners' Questions/Comments**

There were no Landowners' questions or comments.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

There being nothing further to discuss, the meeting adjourned at 1:36 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

# **WESTVIEW SOUTH**

**COMMUNITY DEVELOPMENT DISTRICT**

## **STAFF REPORTS**





## Wrathell, Hunt and Associates, LLC

TO: Westview South Board of Supervisors  
FROM: Antonio D. Shaw – Operations Manager  
DATE: October 1, 2024  
SUBJECT: Status Report – Field Operations

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### LANDSCAPING:

- **Tract Realignment:** The image below contains the only proposed change in regards to tract realignment. This will allow the district to take control of the swale to support the drainage system. The was left off with the district engineer working with counsel. There are no updates.
- There are no updates on the “potential” realignment of Pod B. Discussion was had at the last meeting to consider conveying the majority of the tracts to the CDD.



## PONDS/ MITIGATION SITES:

- **Ponds**

1. Verbiage from last Enviraquatics report – *“Sites are responding very well to continued management. As summer draws to a close, I suspect that noxious algae and vegetation growth will steadily decline. Close monitoring and treatment efforts are to continue in all affected areas to keep undesirable growth suppressed.”*
2. Supervisor Kalin raised concerns about an algae bloom on September 23, 2024. This concern was forwarded to the vendor who advised they will address it immediately.
3. Attached to this report you will find a proposal to add the swale and 17 new ponds from Pod B to their current scope of work.
4. In regards to new signage there are 17 ponds in Pod B that either have homes being built or are visible from the road. My recommendations are as follows: We are pulling/restaking 14 signs and we are adding 71 new signs. I also recommend we get an additional 10 if they can’t find the signs that are 100% submerged. Price for labor and materials is \$72 per. I was able to negotiate the \$75 down from the meeting. I also was able to negotiate the price for the signs from \$38per to \$34. Total cost to the district would be **\$5,832** for the signs and **\$6,120** for labor at a total of **\$11,952**. The signs can be ready in a week and the install within 7 days of delivery.

- **Swale** The landscaper is doing a much better job maintaining the area around the swale. I do recommend we get this area added to the pond maintenance asap as the water doesn’t look the best.



## **Landscaping**

1. The landscapers have questions about the maintenance of the ponds from Pod B potentially being added to their scope. Attached you will find a quote for this service. I have requested a conversation with the regional as I’m not satisfied with the way this quote was presented.

Ponds(Westview) on Google Maps

<https://maps.app.goo.gl/ZtZQfL8XyKbJ4gL98>

*Good afternoon Antonio! Attached above are all the pin drop locations my manager Caleb did of all the current ponds in Westview. There is 16 in total now and we only currently have a maintenance contract*

*for the original 6. Now Caleb did say most of them seem pretty new with new sod/partially sodded or still dirt in some spots waiting on sod but he went ahead and pinned dropped those as well for you Antonio. Any help in getting this figured out on who they currently fall on for maintenance purposes would be greatly appreciated. Thank you sir!*

2. Upon my last visit I noticed some palm trees in significant decline along with a tree that needed to be restaked. When I approached Floralawn they advised they didn't do the install so don't have a warranty on these items. I have forwarded the concerns to Supervisor Kalin to see if they may still be under warranty.









3. I observed some washouts on the north side of pond 1 off of Cypress Pkwy during my August visit and requested the landscaper fill them. On my September 25<sup>th</sup> visit they still weren't addressed. Attached you will find a proposal to fill these up. In the interim I requested these items be cautioned off and photos provided to me.



- **Bio-Tech** November is the next scheduled on site visit with the state.

# Aquatic Habitat Management Monthly Services Agreement



Client and/or Agent Name: Westview South CDD in c/o Wrathell, Hunt & Associates, LLC.

Property Name and/or Address: Westview South CDD – Poinciana, FL

Start: TBT

Date: 09/12/2024

Littoral Plantings? NA

FWC permitted? NA

## Description of services:

Enviraquatic, LLC agrees to provide monthly invasive aquatic vegetation, algae, and debris/trash control service to the above-listed client. Monthly visits include a full inspection of water body(s) as well as any herbicide and/or algaecide treatments that are deemed necessary to safely control invasive vegetation and algae species at the professional discretion of Enviraquatic, LLC. Enviraquatic also agrees to provide monthly physical removal of trash and/or miscellaneous debris from the proposed water body(s). As an added courtesy, Enviraquatic will provide detailed monthly 'Field Analysis Reports' with attached pictures intended to document the water body(s) changes over time. See: "Detailed scope of work" section of this proposal for additional information regarding specific monthly services offered.

## Financial Agreement:

Enviraquatic, LLC agrees to provide the monthly services for the fee of:

\$2,035.00\*

*\*Monthly fee is based on the total estimated cost of service for a full-year, divided into twelve monthly payments. Any additional services deemed outside the scope of typical monthly service (i.e. excessive vegetation and/or debris physical removal, native shoreline plantings, fish stocking, permitting, etc.) will be charged additionally and only after client approval.*

**Termination/Delinquency Clause:** Client may elect to discontinue monthly service at any time and for any reason upon payment of all outstanding invoices. Invoices and reports will be generated and sent following each monthly treatment and fees are due within thirty days of the invoice date. If more than one invoice is delinquent, service will be suspended and will be reinstated upon payment of all outstanding invoices.

Enviraquatic, LLC is extremely dedicated to only the safest and eco-friendly management practices in the industry. We welcome any questions that you may have, and we greatly appreciate the opportunity to propose our services.

Best Regards,

Jason M. Kirby  
Owner/Operator

### Notes/Special Instructions:

(23) Storm water retention/focal point ponds

(1) 0.5 acre stormwater conveyance swale

*\*Trash/debris removal included.*

### To commence with service, please sign, print, and date

Name: \_\_\_\_\_

X \_\_\_\_\_

Date: \_\_\_\_\_

## Monthly Aquatic Mgmt. Detailed Scope of Work



### Description of monthly services:

#### Treatment Program:

Enviraquatic proposes a minimum of (1) management visits per month to a client: **Westview South CDD**. Each management visit will include a visual inspection of sites followed by application of any required EPA registered Herbicide and/or Algaecide products that are deemed necessary at the professional discretion of Enviraquatic. Each site, at minimum, will receive (1) visual inspections per month to determine what treatment (if any) is required to mitigate the growth of algae and/or vegetative species that are deemed non-native and/or invasive. Extra attention and treatment priority are to be given to sites with persistent, undesirable, and/or harmful conditions such as severe algae blooms, exotic vegetation growth and/or those sites with special management/homeowner concerns. Extra treatment visits deemed necessary outside the (1) minimum will be at no charge to client, at full professional discretion of Enviraquatic, and within all legal product labeling restrictions. Treatment results may not be apparent for 7-14 days following application of vegetation and/or algae control products; furthermore, most treatments will require 10-15 days before retreatments can be safely applied. Treatments are to be applied only by experienced, state licensed, and highly trained aquatic vegetation control specialist via UTV and boat mounted application equipment, backpack sprayer, or 'hand-cast' granular products in such a way as to mitigate noxious plant and algae growth while preserving and promoting sensitive aquatic eco-systems safely and effectively.

#### Other Services and details:

Enviraquatic technician is always to remain in close contact with property manager via phone and/or e-mail. As a courtesy to the community and the environment, Enviraquatic will perform (1) perimeter trash/misc. debris removal per month. A 'Field Analysis Report' complete with pictures and descriptions of pertinent treatment and/or environmental information is to be generated and electronically sent in PDF format to property manager and/or applicable board member(s) within (7) days of each visit. These reports are intended to accurately track the present state and progress of water bodies. Periodic water quality testing will be performed quarterly and/or when it is suspected that there is an environmental concern that could impact mgmt. and/or habitat quality. Test parameters include Dissolved Oxygen (D.O.), PH, Nitrate, Alkalinity, etc.

#### Native Vegetation Program:

Enviraquatic is committed to habitat restoration/augmentation via the integration and promotion of native/beneficial aquatic vegetation. As a courtesy to our valued client and dedication to environmental stewardship, native emergent plants are to be preserved and promoted for the purposes of habitat augmentation, soil stability and nutrient abatement; management of submerged and emerged beneficial vegetation is to be determined at the professional discretion of Enviraquatic.

Best Regards,

Jason M. Kirby  
Owner/Operator

*I have read above services description and agree to terms.*

Name/Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_



## General Terms and Conditions



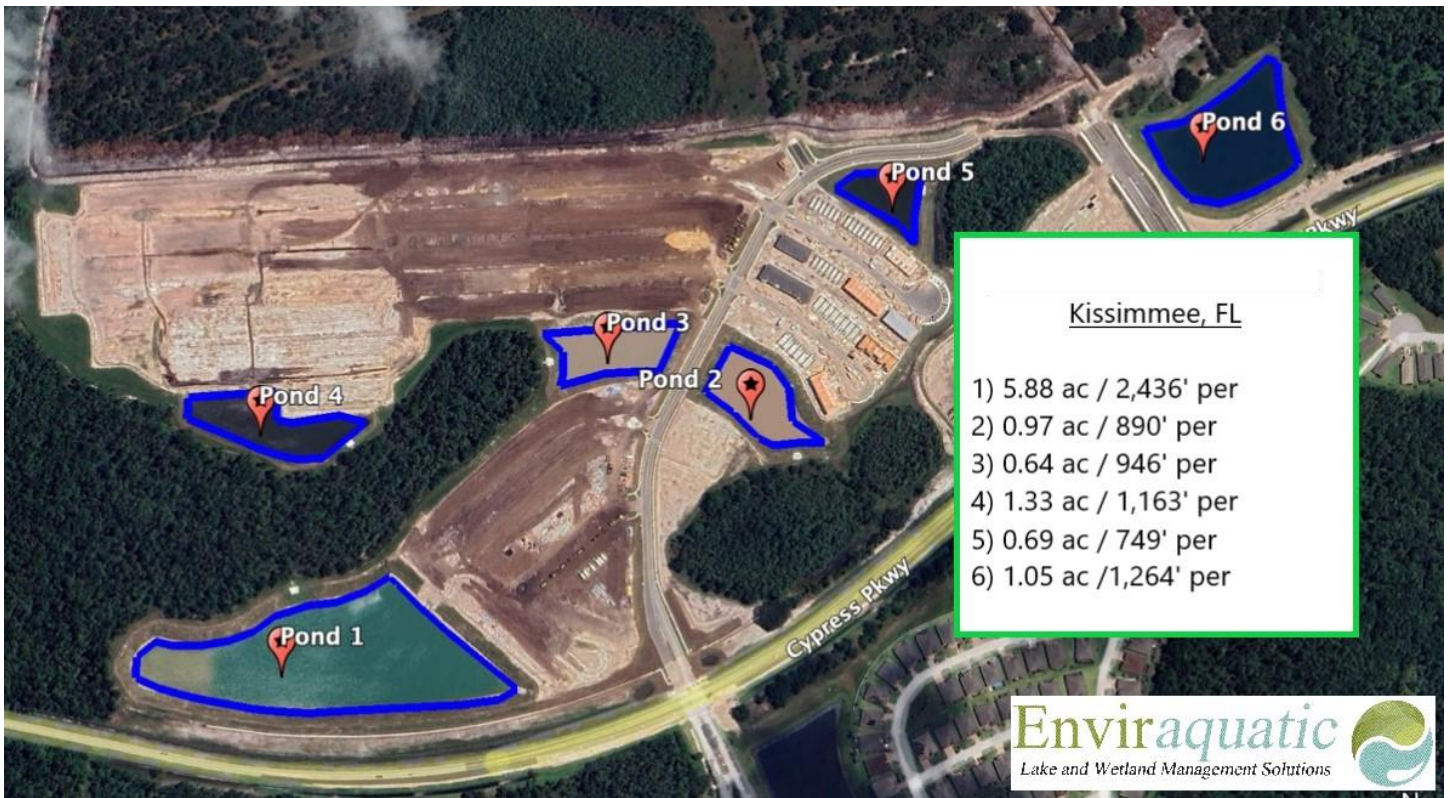
Enviraquatic is a fully insured limited liability company and accepts full responsibility for any damages caused by negligence on the part of Enviraquatic, LLC. Although rare, 'fish-kills' could occur at any time and for a multitude of reasons, including (but not limited to) weather events, toxic off-site run-off, and *rarely* because of oxygen depletion following an algae or vegetation treatment. As a courtesy to our customers, Enviraquatic, LLC will remove and dispose of any fish carcasses from the treated waterway within 48hrs of a reported fish-kill. Enviraquatic, however, will not be financially liable for the replacement of fish species. Enviraquatic guarantees aquatic weed/algae control results within one month of service plan inception, however, results can and often do vary drastically dependent on environmental factors outside the complete control of Enviraquatic, LLC. When needed, Only EPA registered products deemed safe for aquatic use will be applied by a highly trained and Florida Licensed aquatic pest control applicator in a manner conducive to efficacy optimization and environmental sustainability. Monthly Field Analysis Reports (FAR's) are generated and will include pictures of site(s) and a brief description of current management efforts, wildlife observed, and any other information deemed relevant. Pictures in 'FAR' are meant to track the progress of management efforts as well as document any other issues pertinent to the health and safety of managed aquatic environments. It shall be the burden of Enviraquatic, as a professional environmental consultant; to make it known to the client, in writing, if/when additional control measures are necessary at an additional expense. As part of the service agreement, Enviraquatic agrees to check and remove all debris (trash, vegetation, etc.) from in and around storm water over-flow structures to ensure proper function of engineered flood control devices. However, Enviraquatic will remain harmless in the unlikely event that property damage occurs because of fouled/blocked flow-control structures. Monthly Trash/Debris removal from proposed aquatic site(s) is often included at no charge as part of Enviraquatic's commitment to environmental preservation, however, accumulation deemed excessive by Enviraquatic may be subject to additional removal fees (upon client approval.) A variety of fish species are available and stocked by Enviraquatic, all measures to assure survival are taken upon their transport, but once released, Enviraquatic assumes no responsibility for fishery population success or lack thereof. Native/beneficial planting implementation is an additional service that may be offered; Enviraquatic cannot be liable for plantings that are not successful due to any unforeseen reasons including, but not limited to, environmental incompatibility, freezing, pest foraging, vandalism, high-water, mowing, etc. As an assumed authorized riparian owner or agent, customer assumes all responsibilities for obtaining all permits and/or licensing that may be required by any governing agencies (city, state, county, etc.) as well as notifying any potentially affected residents, waterway users, or by-standers of aquatic pesticide application. 'Posted' signs are available and can be supplied by Enviraquatic, LLC upon request and for a nominal fee. Upon request, Enviraquatic will determine if any legal restrictions may interfere with proposed management efforts, and for a nominal fee, Enviraquatic, LLC can and will apply for all permits required by governing offices as an agent of the riparian owner. If there are any questions or concerns regarding these conditions and terms, please contact Enviraquatic, LLC via the information at the bottom of this page.

*\* By signing in the space below, customer agrees to the Conditions and terms set forth in this Document. \**

Name: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_











## Proposal

**Date: 9/30/2024**

**Work Order #13152**

**PO #**

### Customer:

Westview South CDD  
C/O Wrathell Hunt and Associates Inc  
2300 Glades Rd Suite 410W  
Boca Raton, FL 33431

### Property:

Westview South CDD  
Cypress Parkway  
Kissimmee, FL 34759

## Cypress Pond Grade Fix

Floralawn Proposes to Perform the Following:

Repair erosion along the pond bank

All dangerous erosion areas will be repaired first, then repairs will be made to cosmetic areas with remaining materials.

The sod listed on this proposal is an approximate square footage of current damaged areas. Areas could increase in size from receipt of this proposal and job completion.

\*Please see the attached examples

\*Floralawn will not warranty sod in non-irrigated areas





















### Cypress Pond

#### Bed Prep and Plant Removal and Plant Installation

Items	Quantity	Unit	
Landscape Removal	25.00	Hr	
Bahia Grass - Furnish and Installation	5,600.00	sqft	
Fill Dirt - Installation	18.00	cuyd	
STAPLES 6 X 1 X 6 11 GA 1000/BOX	3.00	ea	
<b>PROJECT TOTAL:</b>			<b>\$11,102.47</b>

### Optional Services

Initial next to the Optional Services you would like to accept.

\_\_\_\_\_ **Irrigation Repair and Modification** **\$0.00**  
 Irrigation work could total +/-20% of total cost of project.



## Terms & Conditions

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: \$11,102.47 (Elven thousand One hundred Two dollars and Forty-Seven cents), with payments to be made as follows: 50% deposit to begin job with the balance due upon completion.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

By \_\_\_\_\_

**Joshua Curtin**

Date 9/30/2024

**Floralawn**

By \_\_\_\_\_

Date \_\_\_\_\_

**Westview South CDD**

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn &amp; Suites Orlando South Lake Buena Vista  4971 Calypso Cay Way, Kissimmee, Florida 34746  <sup>1</sup>Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024 <b>CANCELED</b>	Regular Meeting	2:00 PM*
November 5, 2024 <sup>1</sup>	Landowners' Meeting	1:00 PM
November 13, 2024 <b>CANCELED</b>	Regular Meeting	2:00 PM*
December 11, 2024 <b>CANCELED</b>	Regular Meeting	2:00 PM*
January 8, 2025 <b>CANCELED</b>	Regular Meeting	2:00 PM*
February 12, 2025 <b>CANCELED</b>	Regular Meeting	2:00 PM*
March 12, 2025	Regular Meeting	2:00 PM*
April 9, 2025	Regular Meeting	2:00 PM*
May 14, 2025	Regular Meeting	2:00 PM*
June 11, 2025	Regular Meeting	2:00 PM*
July 9, 2025	Regular Meeting	2:00 PM*
August 13, 2025	Regular Meeting	2:00 PM*
September 10, 2025	Regular Meeting	2:00 PM*
<i>*Meetings will commence at the later of 2:00 PM, or conclusion of Center Lake Ranch West  CDD Meetings, scheduled to commence at 1:30 PM</i>		